



CITY OF
**PALO
ALTO**

TASK ORDER CONSTRUCTION CONTRACT

Contract No. C23185980

City of Palo Alto

**Electric Utility Construction Project
2023-2028 Year Task Order Contract**

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TASK ORDER CONSTRUCTION CONTRACT

THIS TASK ORDER CONSTRUCTION CONTRACT ("Construction Contract") entered into on January 23, 2023 ("Execution Date") by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("City"), and **VIP POWERLINE CORPORATION** ("Contractor"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California, Contractor's License Number 1078161 and Department of Industrial Relations Registration Number PW-LR-1000843267. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.

C. On August 18, 2022, City issued an Invitation for Bids ("IFB") to contractors for the Electric Utility Construction Services ("Project"). In response to the IFB, Contractor submitted a Bid.

D. City and Contractor desire to enter into this Construction Contract for the Project, and other services as identified in the Contract Documents for the Project upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

SECTION 1 INCORPORATION OF RECITALS AND DEFINITIONS.

1.1 Recitals.

All of the recitals are incorporated herein by reference.

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1.2 Definitions.

Capitalized terms shall have the meanings set forth in this Construction Contract and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail. The following definitions apply to this Construction Contract and the General Conditions, notwithstanding and superseding any differing definitions in Article 1 of the General Conditions:

Acceptance: The point at the end of the Term (as defined in Section 2) when Contractor has fully performed each Task Order in compliance with the Contract Documents and the Project as a whole is accepted by the City in writing, including each Task Order which has been Conditionally Accepted.

Change Order: A duly authorized written instrument signed by the City or by the City and Contractor, which operates to amend the scope of Work in a Task Order, and which also amends the Task Order Compensation Amount or Contract Time.

Conditional Acceptance/Conditionally Accepted: The City's provisional acceptance of a completed Task Order, subject to final Acceptance of the Project at the end of the Term.

Contract Sum: The maximum amount of compensation stated in Section 7 of this Construction Contract that is payable to Contractor for performance of the Work encompassed in the Task Orders issued by the City for the performance of the Work in accordance with the Contract Documents, including adjustments made by Change Order.

Contract Time: The total number of days set forth in a Task Order within which completion of the Task Order Work, including any adjustments of time (increases or decreases) made by Change Order.

Field Order: A written instrument signed by the City or its Construction Manager that authorizes and directs performance of the Work described therein, and which may or may not include adjustments (increase or decrease) to the Task Order Compensation Amount or Contract Time.

Final Completion: Full completion of the Work required by a Task Order, including all punch list items and submission of Record Documents, all to City's satisfaction.

Final Payment: Final Payment of any undisputed amounts due to Contractor following Acceptance, less any amounts withheld or offset pursuant to the Contract Documents, including, but not limited to, liquidated damages, unreleased stop notices, amounts subject to setoff, up to 150% of unresolved third-party claims for which Contractor is required to indemnify City, and up to 150% of any amounts in dispute as authorized by Public Contract Code section 7107.

Task Order: A written directive issued by the City to the Contractor using the Task Order form attached as Exhibit A-1 to this Construction Contract which specifies a scope of Work to be performed by the Contractor as well as the time for commencement and completion of the Work and the Task Order Compensation Amount, including any documents attached thereto or incorporated therein, and which may be modified by Change Order.

Task Order Compensation Amount: The total amount payable to Contractor for satisfactory completion of a Task Order in accordance with the Contract Documents.

Work: All labor, materials, equipment, services, permits, fees, licenses, and taxes, and all other things necessary for Contractor to perform its obligations and complete a Task Order, including, without limitation, any changes or additions requested by City, in accordance with the Contract Documents and all Applicable Code Requirements.

SECTION 2 THE PROJECT.

The Project is located at various locations within Palo Alto, CA. The Project requires the Contractor to perform Work as specified in any Task Order issued by the City from time to time over a five (5) year period of time, beginning on the Execution Date set forth above (the "Term"). In the event that the Work specified in any Task Order is not completed by the expiration of the Term, the City, in its sole discretion, may elect to extend the Term until completion of the Work and the City's final Acceptance of the Project as a whole.

SECTION 3 THE CONTRACT DOCUMENTS.

3.1 List of Documents.

The Contract Documents consist of the following documents which are on file with the City's Purchasing Division and are hereby incorporated by reference.

- 1) Change Orders
- 2) Field Orders
- 3) Construction Contract
- 4) Bidding Addenda
- 5) Task Orders, and attachments thereto
- 6) Special Provisions
- 7) General Conditions
- 8) Project Plans and Drawings
- 9) Technical Specifications
- 10) Instructions to Bidders
- 11) Invitation for Bids
- 12) Contractor's Bid and Non-Collusion Declaration
- 13) Reports listed in the Contract Documents
- 14) Public Works Department's Standard Drawings and Specifications (most current version at time of Bid)

- 15) Utilities Department's Water, Gas, Wastewater, Electric Utilities Standards (most current version at time of Bid)
- 16) City of Palo Alto Traffic Control Requirements
- 17) City of Palo Alto Truck Route Map and Regulations
- 17) Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable)
- 18) Performance and Payment Bonds

3.2 Order of Precedence.

For the purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Contract, the Contract Documents shall have the order of precedence as set forth in the preceding section. If a claimed inconsistency cannot be resolved through the order of precedence, the City shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

SECTION 4 CONTRACTOR'S DUTY.

4.1 Contractor's Duties.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents and individual Task Orders, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work as specified in each Task Order and in the Contract Documents, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents. Unless otherwise specified in a Task Order:

- 4.1.1** Work should be performed during normal work hours (Monday through Friday between 8 AM and 6 PM).
- 4.1.2** Each excavation must be fully restored within forty-eight (48) hours.
- 4.1.3** City representative shall be present to inspect Work performed and obtain necessary measurements/survey data if applicable.
- 4.1.4** Contractor must coordinate with the City's representative to schedule soil compaction testing prior to pavement restoration.
- 4.1.5** Contractor shall anticipate up to 24-hour turn-around time for City's contracted testing lab to perform soil compaction testing.

4.2 On-Call Provision.

- 4.2.1** Work performed under the Contract will be performed within the Term, on an on-call basis, as requested by the City from time to time, as needed, with a Task Order assigned and approved by the City's Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1.

4.2.2 Prior to issuing the first Task Order, the City will schedule a mandatory pre-construction meeting with the Contractor, which will include review of the Task Order procedures and Project requirements.

4.2.3 Each Task Order shall designate a City Project Manager and shall contain a specific scope of Work, a specific schedule of performance, and the Task Order Compensation Amount. Because each Task Order will contain a specific schedule of performance, unless otherwise specified in a Task Order, the Construction Schedule submittal requirements set forth in Section 3.10 (Schedules Required of Contractor) or in part 1.05 of Section 800 (Additional Provisions for Utilities Construction) of the Technical Specifications will not apply to this Construction Contract.

4.2.3 Time is of the essence in completion of all Task Order Work. Therefore, Contractor must sign each Task Order issued by the City and return it to the Project Manager in PDF form sent via email, as indicated on the Task Order form, within 2 days of the issuance date shown on the Task Order.

4.2.4 If Contractor has any objections to or questions regarding a Task Order it must notify City of such objections or questions promptly following receipt of the Task Order so any such issues may be resolved without delaying the Work as scheduled. Contractor's failure to timely comply with the requirements in this paragraph will be deemed a material breach of this Construction Contract.

4.2.5 The aggregated Task Order Compensation Amount issued under this Construction Contract shall not exceed the maximum Contract Sum set forth in Section 7, below. Contractor shall only be compensated for Work performed under an authorized Task Order and the City may elect, but is not required, to authorize Work up to the maximum Contract Sum set forth in Section 7.

4.3 Guarantee to Repair Period.

Notwithstanding any provision in the Contract Documents to the contrary, the one-year "Guarantee To Repair Period" specified in Section 12.2 of the General Conditions (Correction of Defective Work and Guarantee to Repair Period) will commence separately for each Task Order, beginning from the date of Conditional Acceptance by the City of each Task Order. If Contractor fails to repair Defective Work within the applicable Guarantee To Repair Period, the City may deduct its cost of having such Defective Work repaired from any payments otherwise due to Contractor.

SECTION 5 PROJECT TEAM.

5.1 Contractor's Co-operation.

In addition to Contractor, City has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Contract requires that Contractor operate efficiently, effectively and cooperatively with City as well as all other members of the Project Team and other contractors retained by City to construct other portions of the Project.

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SECTION 6 TIME OF COMPLETION.

6.1 Time Is of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents, including each Task Order.

6.2 Commencement of Work.

Contractor shall commence the Work on the date specified in each Task Order, notwithstanding references elsewhere in the Contract Documents to commencing Work on the date specified in the Notice to Proceed.

6.3 Contract Time.

Work hereunder shall begin on the date specified in each Task Order, and the specific work authorized by each Task Order shall be completed no later than the time/schedule requirements specified therein, and in conformance with the Contract Documents.

6.4 Liquidated Damages.

Pursuant to Public Contract Code Section 7203 and Government Code Section 53069.85, if Contractor fails to achieve Final Completion of the entire Work within the Contract Time specified in a Task Order, including any approved extensions thereto, City may assess liquidated damages on a daily basis for each day of Unexcused Delay in achieving Final Completion of the Task Order, based on the amount of zero dollars (\$0) per day, or as otherwise specified in the Special Provisions. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Final Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer by delay in completion of the Work. The City is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against any payment otherwise due or to become due to Contractor. If the total amount of liquidated damages assessed exceeds payment otherwise due to Contractor, City is entitled to recover the balance from Contractor or its sureties. Occupancy or use of the Project in whole or in part prior to Final Completion, shall not operate as a waiver of City's right to assess liquidated damages. This provision takes precedence over and supersedes any inconsistent or conflicting provisions elsewhere in the Contract Documents, including Section 13.0 of the Instructions to Bidders.

6.4.1 Other Remedies. City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Final Completion of the entire Work within the Contract Time specified in a Task Order.

6.5 Adjustments to Contract Time.

The Contract Time for each Task Order may only be adjusted for time extensions approved by City and memorialized in a Change Order approved in accordance with the requirements of the Contract Documents.

SECTION 7 COMPENSATION TO CONTRACTOR.

7.1 Maximum Compensation and Contract Sum.

Contractor shall be compensated for the Task Order Compensation Amount specified in each Task Order for satisfactory completion of the Work specified in that Task Order in compliance with the Contract Documents, but the Contract Sum will not exceed Twenty Million Dollars (\$20,000,000.00) for the Term.

- ☐ In addition, the total annual Task Order Compensation Amount may not exceed during each year of the Term.

7.2 Full Compensation.

The Task Order Compensation amount, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work required by each Task Order until its Conditional Acceptance by City, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work, except as expressly provided herein. The Task Order Compensation Amount may only be adjusted by a Change Order approved in accordance with the requirements of the Contract Documents.

7.3 Payment.

Notwithstanding any conflicting or inconsistent provisions in the Contract Documents, including Article 9 (Payments and Completion) of the General Conditions, the following will apply to this Construction Contract:

7.3.1 The Task Order Compensation Amount will be based upon the unit prices set forth in the Bid Schedule and not on a separate Schedule of Values.

7.3.2 The City will withhold five percent (5%) retention from each payment to Contractor. All undisputed retention will be released to Contractor within sixty (60) days following:

- ☐ The end of each one-year period during the Term, measured from the Execution Date.
- ☒ Other: _____ N/A _____.

7.3.3 The City may also withhold or make deductions from payments otherwise due or to become due to the Contractor as otherwise specified within the Contract Documents, including deductions for liquidated damages or withholding for unreleased stop notices.

7.3.4 Section 9.7 (Substantial Completion) of the General Conditions will not apply to this Construction Contract and all other references to "Substantial Completion" in the Contract Documents will be deemed to mean "Final Completion," as defined herein.

SECTION 8 STANDARD OF CARE.

8.1 Standard of Care.

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All Work performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such work for projects of the type, scope and complexity of the Project.

SECTION 9 INDEMNIFICATION.

9.1 Hold Harmless.

To the fullest extent allowed by law, Contractor will defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter individually referred to as an "Indemnitee" and collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any and liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. Contractor shall pay City for any costs City incurs to enforce this provision. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnitee.

Pursuant to Public Contract Code Section 9201, City shall timely notify Contractor upon receipt of any third-party claim relating to the Contract.

9.2 Survival.

The provisions of Section 9 shall survive the termination of this Construction Contract.

SECTION 10 NON-DISCRIMINATION.

10.1 Municipal Code Requirement.

As set forth in Palo Alto Municipal Code section 2.30.510, Contractor certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. Contractor acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and will comply with all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 11 INSURANCE AND BONDS.

11.1 Evidence of coverage.

Within ten (10) business days following issuance of the Notice of Award, Contractor shall provide City with evidence that it has obtained insurance and shall submit Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions. Notwithstanding any conflicting or inconsistent provisions elsewhere in the Contract Documents, the amount for each of the bonds must be based upon one hundred percent (100%) of the Contract Sum, as defined in this Construction Contract.

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SECTION 12 PROHIBITION AGAINST TRANSFERS.

12.1 Assignment.

City is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its Subcontractors set forth in Contractor's Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein, including any Task Order, directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void, and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the City.

12.2 Assignment by Law.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint-venturer or syndicate member of Contractor, if the Contractor is a partnership or joint venture or syndicate or co-tenancy shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

SECTION 13 NOTICES.

13.1 Method of Notice.

All notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and shall be deemed served on the earlier of the following:

- (i) On the date delivered if delivered personally;
- (ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
- (iii) On the date sent if sent by facsimile transmission;
- (iv) On the date sent if delivered by electronic mail; or
- (v) On the date it is accepted or rejected if sent by certified mail.

13.2 Notice to Recipients.

All notices, demands or requests (including, without limitation, Change Order Requests and Claims) from Contractor to City shall include the Project name and the number of this Construction Contract and shall be addressed to City at:

To City: City of Palo Alto
 City Clerk
 250 Hamilton Avenue
 P.O. Box 10250
 Palo Alto, CA 94303

Copy to: ☐ City of Palo Alto
 Public Works Administration
 250 Hamilton Avenue
 Palo Alto, CA 94301

Attn:

AND

☐

[Include Construction Manager, If Applicable.]

☒

City of Palo Alto
Utilities Engineering
250 Hamilton Avenue
Palo Alto, CA 94301
Attn: Letty Rodriguez
Letty.rodriguez@cityofpaloalto.org

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Palo Alto City Attorney's Office
250 Hamilton Avenue
P.O. Box 10250
Palo Alto, California 94303

All Claims shall be sent by registered mail or certified mail with return receipt requested.

All notices, demands, requests or approvals from City to Contractor shall be addressed to:

VIP Powerline Corp,
15043 Wolfgang Road
Truckee, CA 96161
Attn: Brent Tymchuk
brent@vippowerline.com

13.3 Change of Address.

In advance of any change of address, Contractor shall notify City of the change of address in writing. Each party may, by written notice only, add, delete or replace any individuals to whom and addresses to which notice shall be provided.

SECTION 14 DEFAULT.

14.1 Notice of Default.

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, including any Task Order, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

14.2 Opportunity to Cure Default.

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days (or such shorter time as City may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days (or such shorter time as City may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.

SECTION 15 CITY'S RIGHTS AND REMEDIES.

15.1 Remedies Upon Default.

If Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 14, then City may pursue any remedies available under law or equity, including, without limitation, the following:

15.1.1 Delete Certain Work. City may, without terminating the Construction Contract, delete certain portions of the Work from one or more Task Orders, reserving to itself all rights to Losses related thereto.

15.1.2 Perform and Withhold. City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work from one or more Task Orders that has not been adequately performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

15.1.3 Suspend the Construction Contract. City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract or one or more Task Orders for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum, Task Order Compensation Amount or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

15.1.4 Terminate the Construction Contract for Default. City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 14. City's election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

15.1.5 Invoke the Performance Bond. City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

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15.1.6 Additional Provisions. All of City's rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the City's authority to designate other breaches as material nor limit City's right to terminate the Construction Contract, or prevent the City from terminating the Construction Contract for breaches that are not material. City's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

15.2 Delays by Sureties.

Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) calendar days from the date of the notice of termination, Contractor's surety shall be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety shall be jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City shall have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for a Task Order for the purposes of completing the remaining Work.

15.3 Damages to City.

15.3.1 For Contractor's Default. City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

15.3.2 Compensation for Losses. In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to deduct the cost of such Losses from monies otherwise payable to Contractor. If the Losses incurred by City exceed the amount payable, Contractor shall be liable to City for the difference and shall promptly remit same to City.

15.4 Suspension by City.

15.4.1 Suspension for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work under one or more Task Orders in whole or in part. The order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, City shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for City to stop the Work.

15.4.2 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents including the applicable Task Order(s), City may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to City's satisfaction. Contractor shall not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents. City's right to suspend the Work shall not give rise to a duty to suspend the Work, and City's failure to suspend the Work shall not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

15.5 Termination Without Cause.

City may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to Contractor. Upon receipt of such notice, Contractor shall, at City's expense, comply with the notice and take all reasonable steps to minimize costs to close out and demobilize. The compensation allowed under this Paragraph 15.5 shall be the Contractor's sole and exclusive compensation for such termination and Contractor waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by Contractor.

15.5.1 Compensation. Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 15.5.1, City shall pay the following to Contractor as Contractor's sole compensation for performance of the Work :

- .1 For Work Performed.** The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
- .2 For Close-out Costs.** Reasonable costs of Contractor and its Subcontractors:
 - (i) Demobilizing and
 - (ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.
- .3 For Fabricated Items.** Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.
- .4 Profit Allowance.** An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

15.5.2 Subcontractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

15.6 Contractor's Duties Upon Termination.

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;
- (iii) For each Task Order, provide to City a description in writing, no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;
- (iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and
- (v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any Claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

SECTION 16 CONTRACTOR'S RIGHTS AND REMEDIES.

16.1 Contractor's Remedies. If City does not make pay Contractor undisputed sums within ninety (90) Days after receipt of notice from Contractor, Contractor may terminate the Construction Contract (30) days following a second notice to City of Contractor's intention to terminate the Construction Contract.

16.2 Damages to Contractor.

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph 15.5.1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

SECTION 17 ACCOUNTING RECORDS.

17.1 Financial Management and City Access.

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices. City and City's accountants during normal business hours, may inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project. Contractor

shall retain these documents for a period of three (3) years after the later of (i) Final Payment or (ii) final resolution of all Contract Disputes and other disputes, or (iii) for such longer period as may be required by law.

17.2 Compliance with City Requests.

Contractor's compliance with any request by City pursuant to this Section 17 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. City may enforce Contractor's obligation to provide access to City of its business and other records referred to in Section 17.1 for inspection or copying by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

SECTION 18 INDEPENDENT PARTIES.

18.1 Status of parties.

Each party is acting in its independent capacity and not as agents, employees, partners, or joint ventures of the other party. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

SECTION 19 NUISANCE.

19.1 Nuisance Prohibited.

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection in the performance of services under this Construction Contract.

SECTION 20 PERMITS AND LICENSES.

20.1 Payment of Fees.

Except as otherwise provided in the Special Provisions and Technical Specifications or an individual Task Order, The Contractor shall provide, procure and pay for all licenses, permits, and fees, required by the City or other government jurisdictions or agencies necessary to carry out and complete the Work. Payment of all costs and expenses for such licenses, permits, and fees shall be included in one or more Bid items. No other compensation shall be paid to the Contractor for these items or for delays caused by non-City inspectors or conditions set forth in the licenses or permits issued by other agencies.

SECTION 21 WAIVER.

21.1 Waiver.

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

SECTION 22 GOVERNING LAW AND VENUE; COMPLIANCE WITH LAWS.

22.1 Governing Law.

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California, and venue shall be in a court of competent jurisdiction in the County of Santa Clara, and no other place.

22.2 Compliance with Laws.

Contractor shall comply with all applicable federal and California laws and city laws, including, without limitation, ordinances and resolutions, in the performance of work under this Construction Contract.

22.2.1 **Palo Alto Minimum Wage Ordinance.** Contractor shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, Contractor shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, Contractor shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 23 COMPLETE AGREEMENT.

23.1 Integration.

This Construction Contract, including the Contract Documents incorporated herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This Construction Contract may be amended only by a written instrument, which is signed by the parties.

SECTION 24 SURVIVAL OF CONTRACT.

24.1 Survival of Provisions.

The provisions of the Construction Contract which by their nature survive termination of the Construction Contract or expiration of the Term, including, without limitation, all warranties, indemnities, payment obligations, and City's right to audit Contractor's books and records, shall remain in full force and effect after expiration of the Term or any termination of the Construction Contract.

SECTION 25 PREVAILING WAGES.

☐ This Project is not subject to prevailing wages. Contractor is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7, if the public works contract does not include a project of \$25,000 or less, when the project is for construction work, or the contract does not include a project of \$15,000 or less, when the project is for alteration, demolition, repair, or maintenance (collectively, 'improvement') work.

Or

☒ Contractor is required to pay general prevailing wages as defined in Subchapter 3, Title 8 of the California Code of Regulations and Section 16000 et seq. and Section 1773.1 of the California Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the contract for this Project from the Director of the Department of Industrial Relations ("DIR"). Copies of these rates may be obtained at the Purchasing Division's office of the City of Palo Alto. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of all sections, including, but not limited to, Sections 1775, 1776, 1777.5, 1782, 1810, and 1813, of the Labor Code pertaining to prevailing wages.

SECTION 26 NON-APPROPRIATION.

26.1 Appropriations.

This Construction Contract is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Construction Contract will terminate without any penalty (a) at the end of any fiscal year in the event that the City does not appropriate funds for the following fiscal year for this event, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Construction Contract are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Construction Contract.

SECTION 27 AUTHORITY.

27.1 Representation of Parties.

The individuals executing this Construction Contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

SECTION 28 COUNTERPARTS

28.1 Multiple Counterparts.

This Construction Contract may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

SECTION 29 SEVERABILITY.

29.1 Severability.

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

SECTION 30 STATUTORY AND REGULATORY REFERENCES.

30.1 Amendments to Laws.

With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that the Contract was awarded by City, unless otherwise required by law.

SECTION 31 WORKERS' COMPENSATION CERTIFICATION.

31.1 Workers Compensation.

Pursuant to Labor Code Section 1861, by signing this Construction Contract, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

SECTION 32 DIR REGISTRATION AND OTHER SB 854 REQUIREMENTS.

32.1 General Notice to Contractor.

City requires Contractor and its listed subcontractors to comply with the requirements of SB 854.

32.2 Labor Code section 1771.1(a)

City provides notice to Contractor of the requirements of California Labor Code section 1771.1(a), which reads:

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

32.3 DIR Registration Required.

City will not accept a bid proposal from or enter into this Construction Contract with Contractor without proof that Contractor and its listed subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work, subject to limited exceptions.

32.4 Posting of Job Site Notices.

Pursuant to Labor Code section 1771.4, City gives notice to Contractor and its listed subcontractors that Contractor is required to post all job site notices prescribed by law or regulation and Contractor is subject to -compliance monitoring and enforcement by DIR.

32.5 Payroll Records.

City requires Contractor and its listed subcontractors to comply with the requirements of Labor Code section 1776, including:

- (i) Keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by, respectively, Contractor and its listed subcontractors, in connection with the Project.

- (ii) The payroll records shall be verified as true and correct and shall be certified and made available for inspection at all reasonable hours at the principal office of Contractor and its listed subcontractors, respectively.
- (iii) At the request of City, acting by its project manager, Contractor and its listed subcontractors shall make the certified payroll records available for inspection or furnished upon request to the project manager within ten (10) days of receipt of City's request.

☐ City requests Contractor and its listed subcontractors to submit the certified payroll records to the project manager at the end of each week during the Project.
- (iv) If the certified payroll records are not produced to the project manager within the 10-day period, then Contractor and its listed subcontractors shall be subject to a penalty of one hundred dollars (\$100.00) per calendar day, or portion thereof, for each worker, and City shall withhold the sum total of penalties from the progress payment(s) then due and payable to Contractor. This provision supplements the provisions of Section 15 hereof.
- (v) Inform the project manager of the location of contractor's and its listed subcontractors' payroll records (street address, city and county) at the commencement of the Project, and also provide notice to the project manager within five (5) business days of any change of location of those payroll records.

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

APPROVED:

Utilities Director

VIP Powerline Corporation

Officer 1

By: _____

Name: _____

Title: _____

Officer 2

By: _____

Name: _____

Title: _____

EXHIBIT "A-1"
TASK ORDER FORM

Contractor hereby agrees to perform the Work detailed below in accordance with all the terms and conditions of the Construction Contract referenced in Item 1A below. All attachments listed in Item 7 are incorporated into this Task Order by this reference. The Contractor shall furnish the necessary labor, equipment, and materials required by this Task Order as described below, and as further specified in the Contract Documents.

CONTRACT NO.

ISSUE DATE

Purchase Requisition No.

- 1A. TASK ORDER CONSTRUCTION CONTRACT NUMBER
1B. TASK ORDER NO.
2. CONTRACTOR
3. CONTRACT TIME: START: _____ COMPLETION: _____
4. TASK ORDER COMPENSATION AMOUNT: \$ _____
BALANCE REMAINING IN CONTRACT SUM: \$ _____
5. BUDGET CODE: _____
COST CENTER: _____ COST ELEMENT: _____ WBS/CIP: ____ PHASE: ____
6. CITY PROJECT MANAGER'S NAME/DEPARTMENT: _____
7. ATTACHMENTS: A: Task Order Scope of Work B (if any): _____
-

**I hereby authorize the performance of
the work described above in this Task Order.**

**I hereby acknowledge receipt and acceptance
of this Task Order and warrant that I have
authority to sign on behalf of Consultant.**

APPROVED:
CITY OF PALO ALTO

APPROVED:
CONTRACTOR NAME: _____

BY: _____
Name _____
Title _____
Date _____

BY: _____
Name _____
Title _____
Date _____

**Contractor must sign and return this Task Order in PDF form via email to the Project Manager at
_____@CityofPaloAlto.org within two days following the Issue Date set forth above.**

EXHIBIT "A-1"
TASK ORDER FORM

Attachment A – Task Order Scope of Work

- 1. DESCRIPTION OF WORK TO BE PERFORMED.**

- 2. SCHEDULE FOR PERFORMANCE OF WORK.**

- 3. BASIS FOR TASK ORDER COMPENSATION AMOUNT.**

- 4. SUBMITTAL REQUIREMENTS.**

- 5. ADDITIONAL PROVISIONS.**

--

ATTACHMENT A SCOPE OF SERVICES

INTRODUCTION

This contract will be to provide electric line construction crew(s) to be used on an ongoing basis to assist with construction, operating activities, and emergency response on the City's 12kV and 4kV Electric Distribution System. The City proposes to utilize contract labor and equipment to supplement the City's crews in the construction of necessary maintenance, pole replacements, and existing facilities upgrades on its Electric System, included in this work scope includes but is not limited to overhead and underground extensions to new customers, line conversions, and equipment installation or replacement.

CONSTRUCTION SERVICES

The City will identify, assign, and oversee work being performed. The Contractor's crew(s) is to complete each assignment within the estimated time and schedule, and in compliance with pertinent City Specifications and State requirements (General Order 95 & 128 of the California Public Utilities Commission (CPUC)). In addition, the Contractor must provide its own tools and equipment. Unless otherwise specified, all work is to be performed exclusively by the Contractor and all main and essential material for the work shall be provided by the City.

- A. Inspection tags or work orders for equipment and/or locations will be provided, these documents may not contain all the infractions or maintenance present but are required to be completed while performing work at that location. For example, where a G.O. 95 and/or 128 infraction exists but has not otherwise been identified by the City on such tag, the Contractor shall make corrections as though fully identified and specified.
- B. The Contractor shall provide all equipment, labor, and tools necessary to complete the assigned work. The necessary equipment and labor will vary based on the type of work the Contractor is asked to perform.
- C. The crew(s) will be used primarily to assist with a backlog of maintenance work, system improvements, and customer service work. The crew is expected to be capable of performing all the work described in the Electric Construction Specifications (Attachment B & C). The City can suspend the crew(s) for any period of time, this includes but not limited to due to lack of work, holidays, and available resources such as materials and budget deficits.
- D. The Contractor will be required to provide additional personnel on an as needed basis to work. The City will provide a minimum two (2) week notice when additional crew(s) will be required.
- E. The regular working hours will be from 7:00 a.m. to 5:30 p.m. working four (4) days a week, essentially a 4/10 work week, which will include a thirty (30) minute non-compensated lunch period. If the crew is requested to work more than forty (40) hours in a work week, the City will pay overtime rates based on bid items. Contractor shall be allotted one weekly thirty (30) minute safety meeting. The City reserves the right to change the work schedule and will provide a two (2) week notice of such change.



- F. Contractor's equipment and tools should be certified to meet all mandated requirements. All personnel must be certified and trained to operate ^{C23185980}all equipment being used. The Contractor shall be required to furnish all necessary safety equipment including personal protective equipment (PPE) for their crew(s) to perform all electrical work assigned.
- G. The Contractor shall provide personnel who are trained, certified, and proficient in the skills necessary to complete the assigned work in a safe and efficient manner. Valid certification for personnel will be required and submitted prior to beginning any work. An employee from the City's Electric Operations division or an outside inspector will be assigned to oversee the construction crew(s) provided by the Contractor. The designated City employee(s) or inspector(s) will monitor the contracted crew(s) and assess the quality of work, ability to efficiently and safely complete assigned work, and proficiency of crew members' skills to handle assigned tasks.
- H. The Contractor may be asked to work on larger projects, in which different crew sizes and equipment may be needed to complete the project. In these cases, the Contractor shall submit an estimate for the work based on the bid items and schedule of rates for labor and equipment. The City must approve the estimate before Contractor proceeds with construction.
- I. The Contractor is responsible for administrative management of the work performed, including but not limited to:
- Provide list of all contract personnel and phone numbers. This list shall be updated any time there are personnel changes.
 - Keeping detailed records of work completed, the data will include address, time spent for work completed, equipment, labor, and material used.
 - Submitting as-built drawings
 - Tracking of invoices to ensure the contract amount does not exceed contract terms
 - Providing estimates for projects when requested
 - Providing written explanations for discrepancies for estimates and actuals for work completed
 - Submitting change order requests

EMERGENCY OPERATIONS

- A. Upon the City's request during normal work hours, the Contractor crew(s) shall be re-assigned to the requested location for emergency work. This crew(s) shall work at the standard hourly rate.
- B. Although normal work hours will be Monday through Thursday, 7:00 a.m. to 5:30 p.m., the Contractor shall have available sufficient skilled personnel and equipment to perform all work activities covered under this contract, 24 hours a day, seven days a week, and in all types of weather.
- C. Should an emergency occur, the Contractor may be contacted by the City to assist with the emergency. If needed to assist, the City will notify the Contractor with the location, scope of work to be performed, and what personnel

- D. In the event of an emergency, the Contractor shall respond within two (2) hours of being notified by the City. Crew(s) should be assembled and onsite within the two (2) hours from time of call by the City representative. Communication with the Contractor shall be verbal, telephone/cell phone, text or email.
- E. All emergency construction services shall be in accordance with the procedures referenced in the Electric Construction Specifications. The Contractor will be responsible for restoration of all locations as notified by the City.
- F. The Contractor may charge no more than the overtime bid rates. Emergency crew(s) will be paid only for the hours worked on the job, not for “standby” time, outside the normal working hours.
- G. The Contractor shall be able to provide the City with up to two (2) four-man crews including one (1) Foreman for emergency services after the normal work hours of 7:00 a.m. to 5:30 p.m. when requested by the City.
- H. The Contractor shall provide the City with a current call-out list of all contract personnel and phone numbers. This list shall be updated any time there are personnel changes. However, the Contractor’s General Foreman shall be responsible for coordinating call-out personnel and be point of contact with the City.



**CITY OF PALO ALTO
DEPARTMENT OF UTILITIES**

**ELECTRIC OVERHEAD
CONSTRUCTION SPECIFICATIONS
2022**

SECTION	I	SPECIFICATIONS	2 - 5
SECTION	II	SAFETY REQUIREMENTS	6
SECTION	III	INSTALLATION AND REMOVAL OF WOOD POLES, TRANSFORMERS, CONNECTORS, CONDUCTORS, ETC.	7 - 10

SECTION I SPECIFICATIONS

A. GENERAL

1. This specification covers the general requirements to perform work assigned to the Contractor on the City of Palo Alto's (City) electric overhead distribution poles, conductors, and equipment. This also includes all reconstruction and any related maintenance works thereof to correct any General Orders 95 and 128 infractions.
2. Work may include replacements of poles, transformers, air switches, connectors, cut-outs, insulators, conductors, wires, brackets and miscellaneous line hardware where applicable.
3. All workmanship and materials shall comply with the City of Palo Alto's Specifications in every aspect and shall meet all pertinent requirements of General Orders 95 and 128 of the California Public Utilities Commission.
4. The City will inspect the Contractor's work for compliances with pertinent city and state requirements. All quality related infractions (General Orders 95 and 128) resulting from the work performed shall be corrected by the contractor prior to final payment.

B. DEFINITIONS

1. All definitions, terms, and abbreviations used in this specification have the same meaning as defined in the City Public Works Department Standard Drawing and Specifications (https://www.cityofpaloalto.org/gov/depts/pwd/forms_and_permits/specs_drawings.asp#Technical%20Specifications).

C. CONTRACTOR RESPONSIBILITY

1. The Contractor shall assume all responsibility for the completion of work and unless otherwise specified, shall furnish all labor, supervision, equipment, transportation, tools, and other facilities and services to complete the work in accordance with these specifications and applicable sections of the City Standard Drawings and Specifications.
2. The Contractor shall assume the risk of loss, theft, or damage to all materials delivered and accepted until such materials have been completely installed and accepted by the City in writing. The Contractor's liability shall include damage to or loss of material in their possession, including material being loaded, unloaded, or handled.
3. The Contractor shall exercise due care and diligence to adequately protect all properties/materials through duration of this contract. The Contractor shall replace or make necessary repairs to all third party property damages. If the contractor fails to promptly make the said repairs, the City will replace or repair at the Contractor's expense.
4. While working within the City of Palo Alto, the Contractor is representing the City and shall perform their work in a safe and professional manner. The Contractor shall avoid disputes with property owners/occupants, the general public, or others. Where practical, the Contractor shall perform the prescribed work to accommodate reasonable requests of the property owners/occupants. For any objections made by property owners/occupants, the City will assist the Contractor in developing a work plan before the work proceeds.
5. The Contractor shall operate their equipment in accordance with the requirements of the City and the State of California to ensure the safety of their employees, staff, and the general public.

6. The Contractor shall perform the work at their own risk until the work is fully completed and accepted by the City. In the event of any accident occurring before completion of work and acceptance by the City, including destruction to any materials, equipment and apparatus on public or private property, repairs or replacement for any related materials, equipment and apparatus so injured, damaged or destroyed will be at the Contractor's expense and to the satisfaction of the City.
7. The Contractor is required to keep detailed, accurate records of equipment and personnel used to complete work. The Contractor is required to provide an estimate of time and equipment required for assigned work. The Contractor is expected to provide justifications for discrepancies in actual costs versus estimated costs. The Contractor is required to submit as-built drawings for map changes if required.
8. The Contractor shall coordinate and obtain permission with the City and work within a seventy-two (2) hour notice before performing distribution switching or live line work.
9. The Contractor is responsible for monitoring the total amount of money charged under the contract and outstanding invoices. It is the Contractor's responsibility for ensuring that the total contract amount is not exceeded.
10. The Contractor shall contact Underground Service Alert (USA) 811, prior to any required excavation work and comply with all aspects of Government Code 4216.

D. MATERIALS

1. Unless otherwise specified, all main and essential material for the work will be furnished by the City.
2. The contractor shall arrange for material pick up from the City's Municipal Service Center (MSC), located at 3201 East Bayshore Road, with a minimum of three (3) days advanced notice. It is the contractor's responsibility to ensure they receive all the necessary material required for completing the work. The contractor shall notify the City of any needed changes to the material prior to proceeding with the prescribed work.
3. After the Contractor has accepted materials in proper condition, Contractor shall be responsible for their protection from loss and damage of any nature until permanently installed and the City accepts the work.
4. The Contractor is required to account for all material issued by the City. All unused material shall be returned within five (5) days of the contract end date. The Contractor shall be required to reimburse the City for all unaccounted material previously accepted and not installed.

E. SCHEDULE

1. The regular working hours will be from 7:00 a.m. to 5:30 p.m. working four (4) days a week, essentially a 4/10 work week, which will include a thirty (30) minute non-compensated lunch period. If the crew is requested to work more than forty (40) hours in a work week, the City will pay overtime rates based on bid items. Contractor shall be allotted one weekly thirty (30) minute safety meeting. The City reserves the right to change the work schedule and will provide a two (2) week notice of such change.
2. The Contractor and City will schedule "tail-board" meetings to assign work, review general rules and best practices regarding safety, arranging shutdowns, clearances, typical installations, equipment, and compliance.

F. CODES AND STANDARDS CODES, STANDARDS, ORDERS, & RULES

The following Codes, Standards, Orders, and Rules are generally applicable for all construction under this contract. In case of a conflict between any standards of construction, the stricter standards shall prevail.

1. Rules for overhead electric line construction, General Order No. 95 State of California (CPUC).
2. Rules for underground electric line construction, General Order No. 128 State of California (CPUC).
3. The City of Palo Alto Public Works Standard Drawings & Specifications, which could be found @ <https://www.cityofpaloalto.org/Departments/Public-Works/Engineering-Services/Public-Works-Standard-Drawings-and-Specifications>
4. Electric Service Requirements, which could be found @ <https://www.cityofpaloalto.org/files/assets/public/utilities/utilities-engineering/electrical/electric-service-requirements-2016.pdf>
5. City of Palo Alto noise ordinance and demolition, construction and alteration activities, which could be found @ <https://www.cityofpaloalto.org/files/assets/public/public-works/engineering-services/webpages/forms-and-permits/other-guidelines/cpa-noise-ordinance-030507.pdf>
6. City of Palo Alto truck route map, Chapter 1048, Palo Alto Municipal Code and Traffic Control Requirements, which could be found @ <https://www.cityofpaloalto.org/files/assets/public/public-works/engineering-services/webpages/forms-and-permits/other-guidelines/truckroutemap.pdf>
7. CAL/OSHA Title 8 Electrical Safety Rules.

G. PERMIT(S)

1. All rights-of-way, easements, and permits necessary for installations on private property, properties of other governmental agencies, or railroad crossings will be secured by the City.
2. The Contractor's crew may be required to complete training for work on railroad rights of way if necessary.

H. OTHER WORK & SERVICES

1. The City reserves the right to employ or contract with other entities for the performance of other work in or about the assigned work locations.
2. If any portion of the Contractor's work requires the work of another contractor or services provided by the City, the Contractor shall inspect and promptly report any defects in such work or services that render it unsuitable for the proper execution and results of the assigned work. Failure to inspect and report any defective work or unsatisfactory services shall constitute an acceptance by the Contractor as being fit and suitable for the proper execution and results of the work.



I. PAYMENT

1. Payment of the services shall be made in monthly progress payments in proportion to the quantum of services performed. Invoices shall be turned in to the Project Manager. Completed work will be determined by the City and such determination will be final.
2. The City may withhold payment of the whole or part of any amount due or claimed by Contractor to such extent as may be necessary to protect City from loss on account of any of the following:
 - a. Defective work not remedied.
 - b. Any damages caused by Contractor, such as but not limited to third party claims or reasonable evidence indicating probable filing of such claims.
 - c. Failure of Contractor to make payment promptly to its employees, Suppliers, or Subcontractors.
 - d. Failure of Contractor to diligently maintain satisfactory progress required to meet the work completion schedule.
 - e. Any other breach by Contractor of its obligations under the Contract Agreement.

SECTION II SAFETY

A. SCOPE

1. This part of the specification covers the general safety requirements.

B. SAFETY

1. All work shall be conducted in a safe manner and in strict accordance with the rules of the State Division of Industrial Safety (Cal. OSHA) and Safety and Health Standards. The Contractor shall take all reasonable precautions necessary to protect all workers and other persons who may be in or about the construction area from personal injury and to prevent damage to the property of the City or others. Contractor shall submit their safety program.
2. Workers in the public rights-of-way shall wear high visibility safety vests and hard hats and all required Personal Protective Equipment (PPE).
3. If any portion of the work is being done in an unsafe manner, the work will be stopped until corrective actions have taken place to make it safe.
4. The Contractor shall notify the City in writing of all accidents arising out of work being performed and shall submit a detailed report for each accident within twenty-four (24) hours of the incident.
5. In any emergency threatening life, personal injury, or property, the Contractor shall, at its discretion and without instruction from City, immediately act to prevent such threat to loss of life or property.
6. The Contractor shall make arrangements for first aid and for the transportation of its own and its Subcontractors' injured personnel. The Contractor shall comply with all reporting regulations for all injuries. The Contractor shall notify the City of any injuries in writing/email within twenty-four (24) hours.
7. The Contractor shall conduct operations and maintain work site to ensure the least possible obstruction and inconvenience to traffic, pedestrians, cyclists, and adjacent property owners.
8. The Contractor shall remove and cleanup all debris and excess material from the job site at the end of each workday. After work has been completed, the Contractor shall restore planting areas and other areas abutting the worksite to prior conditions.
9. Damage done by the Contractor during the course of work to City or private property shall be repaired at the Contractor's expense. This includes but not limited to the repair of traffic loop detectors, tape striping, signs, markings, sidewalks, curb, gutter, pavement, etc. This work must be done immediately upon work completion.
10. The Contractor shall furnish and maintain barriers, lights, and signs needed to warn the public adequately of the construction worksite and any dangerous conditions to be encountered as a result of the work in progress.
11. When necessary, the Contractor is required to submit a Traffic Control Plan for City approval. The Contractor shall provide traffic control plans covering each typical situation to the City and get approval before starting any work.



12. The Contractor shall not provide backup power by any means to the City's customers. If the customer has a complaint about a planned outage, the contractor will notify the City to handle the matter directly with the customer. C23185980

SECTION III

INSTALLATION AND REMOVAL OF WOOD POLES, TRANSFORMERS, CONNECTORS, CONDUCTORS, ETC.

A. SCOPE

1. This specification covers the general requirements to perform work assigned to Contractor crews on the City's overhead electric transmission and distribution poles, conductors and equipment. This includes construction and maintenance thereof.
2. Work may include replacement of poles, transformers, air switches, connectors, insulators, conductors, and miscellaneous equipment. Inspection tags for poles will be provided, these tags may not contain all the infractions present but are required to be completed. Where a G.O. 95 and/or 128 infraction exists but has not otherwise been identified by the City on such tag, the contractor shall make corrections as though fully identified and specified.
3. All workmanship and materials shall comply with the City of Palo Alto's Specifications in every respect and shall meet all pertinent requirements of General Orders 95 and 128 of the California Public Utilities Commission. In addition, the City will inspect Contractors work for compliance with pertinent City and State requirements.

B. WOOD POLE INSTALLATION

1. New pole installation shall be identified by the City as "set in place" or "adjacent" to the existing pole and within one (1) foot radius from the existing pole. New poles should be set in the same yard when practical. Any deviation will require approval.
2. Setting Depth

Pole Length (Feet)	Depth in Soil (Feet)	Depth in Rock (Feet)
40	5.5	3.5
45	6.0	4.0
50	6.5	4.0
55	6.5	4.0

3. Size of Holes
 - a. Pole holes shall be excavated large enough to permit free entrance of the pole butt and proper tamping of backfill through the entire pole setting depth.
4. Backfill
 - a. Native soil shall be used as backfilling material unless otherwise specified.
5. Tamping and Placing Backfills



- a. Each hole shall be filled in layers not exceeding twelve (12) inches with suitable backfill as specified above and thoroughly tamped into a compact mass. The earth shall be banked up approximately 6-inches around the pole above ground level and tamped firmly. Air tamps utilizing 90-psi minimum pressure must be used for tamping.
- b. Any hole dug by mechanical means shall have the loose earth at the bottom of the hole tamped to original compaction before setting the pole.

6. Water in Holes

- a. Water standing in holes shall be removed before setting and tamping the pole. If water runs back in after the pole is set and cannot be removed before backfilling and tamping, fieldstones with sand tamped between the voids shall be used for backfill until the water level in the hole has been passed. The stone and backfill shall be tamped as specified above to form a compact mass.

7. Dry Earth Holes

- a. If earth removed from holes is too dry to prevent proper tamping, the backfill shall be moistened until the earth can be tamped into a compact mass.

8. Bolts

- a. Bolts shall extend a minimum of two (2) full threads and not more than one (1) inch beyond nut.

9. Exposed Wood

- a. All empty holes shall be plugged unless otherwise instructed. Where pole tops are removed the exposed cut shall be covered with an adhesive pole top protector.

10. Gaining

- a. Plastic or metal gains are the preferred method for new installations. Poles shall be framed true and square to the line and all hardware well tightened and fitted using double coil spring washers.

11. Angle and Dead-end Poles

- a. Angle and dead-end poles shall be raked at least one, but no more than two, pole top diameters against wire strain.

12. Anchors

- a. All anchors shall be placed in line with the strain they are to support. No conductors shall be sagged until the anchors are set and the guys at tension.

C. INSULATOR AND HARDWARE INSTALLATION

1. Before installation, Contractor shall make sure that each type of insulator or insulator assembly is in accordance with the City specifications.
2. No chipped, broken, split, or torn insulators shall be utilized. The insulators shall be wiped with clean rags to remove dirt or other foreign matter. Porcelain surfaces shall be wiped to a bright finish.
3. All hardware shall be well tightened and fitted with double-coil spring washers.

D. CONNECTOR INSTALLATION



1. Only “fired on” wedge connectors will be installed on all primary and secondary mainline conductors. This includes transformer leads, ground wires, and all jumpers regardless of configuration. C23185980
2. Tap clamps (sea-horse type) connectors are approved only for connecting cutouts supplying pole bolted transformers to the primary line.
3. Piercing tap connectors will only be used on the line side of Ariel cable for service connections.
4. Mini Wedges are permitted for single service connections on the lineside of the service. On the house side of the service mini wedges shall be sealed and covered with a layer of Aqua Seal and insulated with electrical tape. Service entrance sleeves (e.g. Insulink) may be used in lieu of mini wedges on the house side of service.

E. CROSSARM INSTALLATION

1. All cross arm assembly supporting primary or secondary conductors shall have the braces bolted to the pole.

F. CONDUCTOR INSTALLATION

1. Conductors shall be installed as directed by the City.
2. Conductor stringing operations shall be performed as to cause no damage to existing under-built utilities or to the conductor.
3. No conductor stringing shall take place until all guys and or anchors required to support the conductor are in place and at tension.
4. All final conductor installations shall present a neat, professional, and workman-like appearance.
5. All salvaged conductors shall be returned to MSC, segregated by type, with any hardware removed and placed in assigned bins.
6. No overhead service aerial trespass or G.O. 95 infraction shall be allowed.

G. TRANSFORMER INSTALLATION AND REMOVAL

1. The contractor is expected to ensure the nameplates on all transformers to conform to circuit requirements before energizing and connecting any services to it.
2. Contractor shall use great caution in the removal and transportation of transformers, placing the transformers in provided oil containment bags as necessary, and returning them to the assigned area at the MSC.
3. Single phase transformers installed on poles where three phases are available, shall be placed on the phases as directed by the City.
4. The Contractor shall keep accurate records of all the transformers either being installed or removed. The data shall include address, pole number, size, City number, manufacturer, and serial number of all transformers being placed in service and/or removed.

5. The Contractor shall test and record secondary voltage before connecting customer load. Phase rotation shall be checked, verified and recorded where applicable. ^{C23185980} ~~The contractor will~~ notify the City of any abnormal voltage measurements.
6. Transformers with taps shall be energized only on the proper tap for the primary voltage in use.

H. AIR SWITCH INSTALLATION AND UPGRADES

1. All air switches will be framed with great care, adjusted, and tested for correct operation before being energized.
2. All existing air switches that are to remain in the system shall be retrofitted with "load-break" devices, fiberglass control rods, and fiberglass inter-phase rods. Cross arm mounted switches shall be fitted with "offset bell cranks" to allow the control rod to be moved to the pole quadrant.

I. TREATED WOOD DISPOSAL

1. Deteriorated poles and/or cross arms shall be reduced to a maximum length of 4' for proper disposal by the Contractor and placed in the treated wood bin at the MSC.

J. SWITCHING OPERATIONS, CUSTOMER OUTAGES & COMMUNICATION

1. The Contractor shall follow established procedures for obtaining clearances, switching etc., from the City. No primary switching shall be done without permission. The Contractor shall obtain approval from the City prior to commencing any work that involves working on or near energized lines and shall notify upon completion of all such work.
2. The Contractor is responsible for properly testing circuits, de-energizing and grounding when required.
3. The Contractor is to arrange for a Non-Auto (Non-Test) on all circuits prior to any work where equipment or personnel could make contact with energized lines. This includes all live line work installing or removing poles, transformers or protective items.
4. The Contractor shall provide the City with an exact diagram of any circuit changes at the end of every workday upon verifying the accuracy of such changes.
5. A minimum seventy-two (72) hour notice is required for residential customer shutdowns.
6. A minimum two (2) week notice is required for any commercial customer shutdowns.
7. The contractor shall contact the occupants of the premises prior to working on their property. Notices shall be dropped/hanged/taped where feasible.
8. The Contractor shall post "No Parking Signs" at least seventy-two (72) hours in advance of the intended work date. The contractor will list their contact information on the signs when posting.
9. The Contractor will not trim trees without prior approval from the City and shall coordinate any tree trimming required.

ATTACHMENT C
CITY OF PALO ALTO
DEPARTMENT OF UTILITIES

ELECTRIC UNDERGROUND CONSTRUCTION SPECIFICATIONS
2021

SECTION I	SPECIFICATIONS	Pages 2-4
SECTION II	SAFETY	Page 5
SECTION III	INSTALLATION AND REMOVAL OF UNDERGROUND CABLE AND EQUIPMENT	Pages 6-9



SECTION I

SPECIFICATIONS

A. GENERAL

- 1 . The work assigned to the Contractor will be performed on the City of Palo Alto's (City) Utility electric underground distribution system and may include but not limited to: installation, replacement, and removal of cable, transformers, switches, connectors, load break cabinets, and miscellaneous equipment and/or devices.
- 2 . The Contractor shall provide all labor and equipment including hand and power operated tools necessary to complete the assigned work. Work to be performed is different at various locations and a scope of work for each assignment will be provided by the City.
- 3 . All workmanship, equipment, and materials shall comply with the City's specifications in every respect and shall meet all pertinent requirements of General Orders 95 and 128 of the California Public Utilities Commission (CPUC).

B. OTHER WORK & SERVICES

1. The City reserves the right to employ or contract with other entities for the performance of other work in or about the assigned work locations.
2. If any portion of the work requires the work of another contractor or services provided by the City, the Contractor shall inspect and promptly report any defects in such work or services that render it unsuitable for the proper execution and results of the assigned work. Failure to inspect and report any defective work or unsatisfactory services shall constitute an acceptance by the Contractor as being fit and suitable for the proper execution and results of the work.

C. CONTRACTOR RESPONSIBILITY

1. The Contractor shall assume all responsibility for the completion of work and unless otherwise specified, shall furnish all labor, supervision, equipment, transportation, tools, and other services to complete the work in accordance with these specifications.
2. The Contractor shall exercise due care and diligence to adequately protect all properties and materials through duration of this contract. The Contractor shall replace or make necessary repairs to public or private property and to any materials, equipment, and apparatus if an incident should occur. If the contractor fails to promptly make the said repairs and to the satisfaction of the City, the City will replace or repair at the Contractor's expense.
3. The Contractor shall operate their vehicles and equipment in accordance with the requirements of the City and the State of California to ensure the safety of their employees and the general public.
4. The Contractor is required to keep detailed and accurate records of equipment and personnel used to complete work. The Contractor is required to submit as-built drawings for map changes as required.

5. The Contractor shall request a ticket via Underground Service Alert (USA) 811 prior to any required excavation work and comply with all aspects of Government Code 4216.

D. SWITCHING OPERATIONS, CUSTOMER OUTAGES, & COMMUNICATION

1. The Contractor shall follow established procedures for obtaining clearances and switching from the City. No primary switching shall be done without permission. The Contractor shall obtain approval from the City prior to commencing any work that involves working on or near energized lines and shall notify upon completion of all such work.
2. The Contractor is responsible for properly testing circuits, de-energizing, and grounding when required.
3. The Contractor is to arrange for a Non-Auto (Non-Test) on all circuits prior to any work where equipment or personnel could make contact with energized lines.
4. The Contractor shall provide the City with an exact diagram of any circuit changes at the end of every workday upon verifying the accuracy of such changes.
5. The Contractor shall contact the occupants of the premises prior to working on their property in the form of Planned Shutdown Notices, which shall be hand delivered, hanged, or taped where feasible. The Contractor shall coordinate all planned shutdowns with City to ensure we meet the notice requirements for both residential and commercial customers.
6. The Contractor shall post “No Parking Signs” at least 72 hours in advance of the intended work date. The Contractor will list all required information on the signs such as their contact information.
7. The Contractor is representing the City and shall perform their work in a safe and professional manner. The Contractor shall avoid disputes with property owners/occupants, the general public, or others. Where practical, the Contractor shall perform the prescribed work to accommodate reasonable requests of the property owners/occupants. For any objections made by property owners/occupants, the City will assist the Contractor in developing a work plan before the work proceeds.
8. The Contractor will not clear vegetation without prior approval from the City and shall coordinate any vegetation issues with the City.

E. MATERIALS

1. Unless otherwise specified, all main and essential material for the work will be furnished by the City.
2. The Contractor shall assume the risk of loss, theft, or damage to all materials delivered and accepted until such materials have been completely installed and accepted by the City. The Contractor's liability shall include damage to or loss of material in their possession, including material being loaded, unloaded, or handled.
3. The Contractor shall arrange for material pick up from the City's Municipal Service Center (MSC), located at 3201 East Bayshore Road, with a minimum of three (3) days advanced notice. It is the Contractor's responsibility to ensure they receive all the necessary material required for completing the work. The Contractor shall notify the City of any needed changes to the material prior to proceeding with the prescribed work.



- shall be required to reimburse the City for all unaccounted material previously accepted and not installed.
4. material shall be returned within five (5) days of the contract end date. The Contractor

The Contractor is required to account for all material issued by the City. All unused

F. CODES, STANDARDS, ORDERS, & RULES

The following Codes, Standards, Orders, and Rules are generally applicable for all construction under this contract. In case of a conflict between any standards of construction, the stricter standards shall prevail.

1. Rules for overhead electric line construction, General Order No. 95 State of California (CPUC).
2. Rules for underground electric line construction, General Order No. 128 State of California (CPUC).
3. The City of Palo Alto Public Works Standard Drawings & Specifications, which could be found @ <https://www.cityofpaloalto.org/Departments/Public-Works/Engineering-Services/Public-Works-Standard-Drawings-and-Specifications>
4. Electric Service Requirements, which could be found @ <https://www.cityofpaloalto.org/files/assets/public/utilities/utilities-engineering/electrical/electric-service-requirements-2016.pdf>
5. City of Palo Alto noise ordinance and demolition, construction and alteration activities, which could be found @ <https://www.cityofpaloalto.org/files/assets/public/public-works/engineering-services/webpages/forms-and-permits/other-guidelines/cpa-noise-ordinance-030507.pdf>
6. City of Palo Alto truck route map, Chapter 1048, Palo Alto Municipal Code and Traffic Control Requirements, which could be found @ <https://www.cityofpaloalto.org/files/assets/public/public-works/engineering-services/webpages/forms-and-permits/other-guidelines/truckroutemap.pdf>
7. CAL/OSHA Title 8 Electrical Safety Rules.

G. PERMIT(S)

1. All rights-of-way, easements, and permits necessary for installations on private property, properties of other governmental agencies, or railroad crossings will be secured by the City.
2. The Contractor's crew may be required to complete training for work on railroad rights of way when necessary.

SECTION II

GENERAL SAFETY REQUIREMENTS

A. SAFETY

1. All work shall be conducted in a safe manner and in strict accordance with the rules of the Division of Occupational Safety and Health (DOSHS), better known as Cal/OSHA. The Contractor shall take all reasonable precautions necessary to protect all workers and other persons who may be in or about the construction area from personal injury and to prevent damage to the property of the City or others. The Contractor shall submit their safety program.
2. The Contractor and City will schedule “tail-board” meetings to assign work, review general rules and best practices regarding safety, arranging shutdowns, clearances, typical installations, equipment, and compliance.
3. Workers in the public rights-of-way shall wear high visibility safety vests, hard hats, and all required Personal Protective Equipment (PPE).
4. If any portion of the work is being done in an unsafe manner, the work will be stopped until corrective actions have taken place to make it safe.
5. The Contractor shall notify the City in writing of all accidents arising out of work being performed and shall submit a detailed report for each accident within 24 hours of the incident.
6. In any emergency threatening life, personal injury, or property, the Contractor shall, at its discretion and without instruction from City, immediately act to prevent such threat to loss of life, personal injury, or property.
7. The Contractor shall make arrangements for first aid and for the transportation of its own injured personnel. The Contractor shall comply with all reporting regulations for all injuries. The Contractor shall notify the City of any injuries in writing/email within 24 hours.
8. The Contractor shall conduct operations and maintain work site to ensure the least possible obstruction and inconvenience to traffic, pedestrians, cyclists, and adjacent property owners.
9. The Contractor shall remove and cleanup all debris and excess material from the job site at the end of each work day. After work has been completed, the Contractor shall restore planting areas and other areas abutting the worksite to prior conditions.
10. The Contractor shall furnish and maintain barriers, lights, and signs needed to warn the public adequately of the worksite and any dangerous conditions to be encountered as a result of the work in progress.
11. When necessary, the Contractor is required to submit a Traffic Control Plan and get approval before starting any work.
12. The Contractor shall not provide backup power by any means to the City’s customers. If the customer has a complaint about a planned shutdown, the Contractor will notify the City to handle the matter directly with the customer.

SECTION III
INSTALLATION AND REMOVAL OF UNDERGROUND CABLE AND EQUIPMENT

A. EQUIPMENT - PADMOUNT AND SUBMERSIBLE TRANSFORMERS, CABLE, CONNECTORS, SWITCHES, LOAD BREAK CABINETS, AND APPURTENANCES

1. All equipment shall be installed per manufacturer's directions and in conformance with good industry practice.
2. The Contractor is expected to ensure the nameplates on all transformers to conform to circuit requirements before energizing and connecting any services to it.
3. The Contractor shall use great caution in the removal and transportation of transformers, placing the transformers in provided oil containment bags as necessary, and returning them to the assigned area.
4. The Contractor shall keep accurate records of all equipment being installed or removed. The data shall include all pertinent data, such as address, location number, size, City number, manufacturer, and serial number.
5. The Contractor shall test and record secondary voltage before connecting customer load. Phase rotation shall be checked, verified, and recorded where applicable. The Contractor will notify the City of any abnormal voltage measurements.
6. All transformers, switches, and miscellaneous equipment or devices shall be returned to MSC at designated locations and segregated by type.

B. PRIMARY CABLE

1. The types of primary cable to be installed are both 15kV strand filled or 25kV non-strand filled ethylene propylene rubber insulated cable with jacketed concentric neutral.
 - a. Standard cable length per reel are:

15kV, 1 conductor, 1/0 AWG Compressed Aluminum Strand Filled conductor, 220 mil EPR insulation, with 1/3 neutral copper concentric conductor	4000 ft.
25kV, 1 conductor, 600 kcmil Compact Aluminum NON-Strand Filled conductor, 260 mil EPR insulation, with 1/6 neutral copper concentric conductor	2000 ft.
Cable, 15kV, 1 conductor, 750 kcmil Compressed Aluminum Strand Filled conductor, 220 mil EPR insulation, with 1/3 neutral concentric copper	2000 ft.

2. Largest reel size for primary cable has the following dimensions:



- a. Maximum Flange Diameter - 78"
- b. Maximum Overall Width - 54"
- c. Minimum Drum Diameter - 36"

C. SPLICES AND TERMINATIONS

1. All materials shall be installed per manufacturer's directions and in conformance with good industry practice.
2. Splices in manholes shall be located midway between cable racks on walls of manholes, and supported with cable arms at approximately the same elevation as the enclosing duct.
3. Load-break terminations for indoor and outdoor use: Elbow-type unit with test point and 200-A load make/break and continuous-current rating.
4. Dead-break terminations for indoor and outdoor use: Elbow-type unit with test point and 600-A continuous-current rating.

D. PED CONNECTORS

1. The Utilco PED connectors shall be installed per manufacturer's directions and in conformance with good industry practice.
2. The Utilco PED connectors will be provided with provisions for 350MCM or 750MCM maximum size cable and to connect 3 to 6 cables per connector.
3. The specific Utilco PED connectors used in splice boxes will depend on the number and size of cables terminating in the box. Contractor shall select and use the appropriate connector with provisions to have unused positions available for all planned service connections.

E. HANDLING REELS AND EQUIPMENT

1. The Contractor shall inspect each reel upon receipt to determine whether or not visible damage has occurred during transit and/or storage.
2. Loading and Unloading
 - a. Reels and equipment shall be handled in such a manner as to prevent smashing, nicking, cutting or other damage to the cable. When unloading reels from trucks, reels shall not be dropped to the ground or allowed to roll freely down ramps. Cranes or other equipment of adequate capacity shall be utilized and care shall be taken to avoid damage to the equipment, cable, or reels.
3. Final Inspection
 - a. After removing lagging or other protective coverings from reels, Contractor shall examine outside layer of each reel to ensure that the cable is undamaged and that no nails, staples, or other sharp objects, which would damage the cable during unreeling protrude on the inside of the reel heads.
4. The Contractor shall return all reels to the MSC upon completion of the work.

F. CABLE INSTALLATION

1. All cable installation shall be installed per manufacturer's directions and in conformance with good industry practice. A sufficient number of trained personnel and equipment shall be assigned to ensure the proper care and installation of the cable.



- Cable must be installed by accepted construction practices and the procedure outlined
2. in City of Palo Alto Cable pulling Procedure – Operating Bulletin Number – UG/OH Construction P&P # 0407-1 shall be used as a guide during cable installation.
 3. The sizes of the cable to be installed will be specified on the drawing(s).
 4. Sufficient length of cable shall be left in manholes (20ft.) and secondary splice boxes for training and connection.
 5. Cable shall be installed in conduit above grade and duct bank below grade. All cable of a feeder shall be pulled simultaneously.
 6. Cable shall be pulled into ducts with equipment designed for this purpose, including power-driven winches, cable-feeding flexible tube guides, cable grips, pulling eyes, and lubricants.
 7. Cable reels shall be set up at the side of the manhole opening and above the duct or hatch level, allowing cable to enter through the opening without reverse bending. Flexible tube guides shall be installed through the opening in a manner that will prevent cable from rubbing on the edges of any structural member.
 8. Cable shall be pulled directly into the duct from the coil or reel on, which they are received. Cable shall not be pulled off and laid on the ground prior to installation.
 9. Cable shall be unreeled from the top of the reel. Pay-out shall be carefully controlled. Cable to be pulled shall be attached through a swivel to the main pulling wire by means of a suitable cable grip and pulling eye. Woven-wire cable grips shall be used to grip the cable end when pulling small cable and short straight lengths of heavier cable.
 10. Pulling eyes shall be attached to the cable conductors to prevent damage to the cable structure.
 11. Cable shall be liberally coated with a City furnished lubricant as they enter the tube guide or duct. Rollers, sheaves, or tube guides around, which the cable is pulled from, shall conform to the minimum bending radius of the cable.
 12. Cable shall be pulled into ducts at a reasonable speed. Cable pulling using a vehicle shall not be permitted. Pulling operations shall be stopped immediately at any indication of binding or obstruction and shall not be resumed until the potential for damage to the cable is corrected. Sufficient slack shall be provided for free movement of cable due to expansion or contraction.
 13. Splices in manholes shall be firmly supported on cable racks. No splices shall be pulled in ducts. Cable ends shall overlap at the ends of a section to provide sufficient undamaged cable for splicing.
 14. Cable cut in the field shall have the cut ends immediately sealed to prevent entrance of moisture. Cable ends shall be moisture proofed at all times until terminations are installed. Cable shall not be pulled with the ends open. Cable ends shall not be allowed to rest on the floor.
 15. Whenever possible, the pullout manhole should be rigged to facilitate pulling into the manhole adequate amount (20ft minimum) of cable for splicing and racking without the necessity of taking hitches on the cable sheath or jacket.
 16. Any and all sections of cable that are damaged by the application of grips shall be discarded.



17. The Contractor shall pay close attention to the cable footage markers and plan pulls to minimize the amount of short unusable cable lengths left on the reels.
18. Cable location tags must be installed on cable outside of each duct indicating cable run destination. In each manhole and pull box, install permanent tags on each circuit's cable to clearly designate the circuit identification and voltage. Arrange tags such that they can be read without moving cable.
19. Cable phasing marks (colored tapes) must be installed on both ends of each cable identifying phases.

