



WATER DEPARTMENT

BID DOCUMENTS

FOR

**WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

CITY COUNCIL

Bob Sampayan, Mayor  
Jesus Malgapo  
Robert H. McConnell  
Hermie Sunga

Katy Meissner, Vice Mayor  
Rozanna Verder-Aliga  
Pippin Dew-Costa

Mike Malone  
Water Department Director  
Fleming Hill Water Treatment Plant  
Vallejo, CA 94590  
(707) 648-4308

A handwritten signature in blue ink that reads "Mike Malone".

Prepared under the direction of:  
Mike Malone, Water Director

Bid Opening:  
2:00 p.m. May 10, 2018  
at City Council's Chamber  
on the 2nd Floor, City Hall

Pre-bid Conference:  
2:00 p.m. May 3, 2018  
at Fleming Hill Conference Room,  
202 Fleming Hill Road,  
Vallejo, CA 94589



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CITY OF VALLEJO  
WATER DEPARTMENT

**NOTICE TO CONTRACTORS**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received at the office of the City Clerk, third (3rd) floor, City Hall, Vallejo, California, during the business hours of 8:30 AM through 5:00 PM, Monday through Friday, holidays excepted, until the hour of **2:00 p.m. on May 10, 2018**, at which time they will be publicly opened and read aloud in the City Council's Chamber, second (2nd) floor of said City Hall for

WATER DEPARTMENT PAVEMENT PATCH PROGRAM, City of Vallejo, County of Solano, California according to the drawings and specifications included in the City of Vallejo Standard Specifications.

Providing water pollution controls, providing phased traffic control for street closures and detours, saw cutting, removal of asphalt concrete, cutback material and road base to city standard; placement of hotmix asphalt paving, crack sealant, lowering and raising existing utility frames and covers, recycle disposed materials, installation of temporary pavement markers and permanent pavement striping and markings throughout the city of Vallejo's water distribution system including the Hiddenbrooke, Green Valley, Cordelia, the city of Fairfield and Mare Island service areas. Local jurisdiction technical specifications may vary in areas outside of the city of Vallejo. Contractor will be responsible for obtaining Caltrans encroachment permits in Napa, Solano Counties where work is to be performed. The minimum quantity of 165 patches to be rehabilitated is the anticipated volume of work to be performed. Areas to be paved will be a minimum of 2' x 5' (10 square feet) and not to exceed a 6' x 8' (48 square feet) dimension without prior approval by the authorized designee or appointee. Contract shall be on call or at the discretion of the city of Vallejo's Water Department authorized designee or his appointee. Work shall begin from award of bid through *June 30, 2019*. The contractor will be notified at the first of every month as to the pavement patch area to be done. All work shall be completed within 30 days of notification. Areas to be repaved will be marked out by the City, Water Department. The work shall include all labor, tools and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein.

Bids are required for the entire work described herein. A pre-bid conference will be held May 3, 2018 at 2:00 p.m., in the Fleming Hill Conference Room, 202 Fleming Hill Road, Vallejo, California. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities.

Time of completion of the work is 30 days from the date of issuance of the Notice to Proceed work by the City.

No bid will be received unless it is made on the proposal forms included in these proposed Contract Documents. Each bid must be accompanied by cash, a cashier's check, certified check or bidder's bond made payable to the City of Vallejo in the amount of **ten percent (10%)** of the total bid amount. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California and on the form provided by the City of Vallejo.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City of Vallejo, Water Department, 202 Fleming Hill Road, Vallejo, CA 94589. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City of Vallejo, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

The Contractor shall post a copy of the general prevailing rates per diem wages in a conspicuous place to be kept at the job site forthwith upon undertaking the public work called for herein. The Contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these Contract Documents.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the State of California Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Bidders are advised that this project is subject to all federal, state and local nondiscrimination laws including Vallejo Municipal Code sections 2.72.030 and 2.72.040.

Proposed Contract Documents may be examined at:

Bay Area Builders Exchange (Alameda_ 3055 Alvarado St., San Leandro, CA 94577	Solano-Napa Builders Exchange 135 Camino Dorado Napa, CA 94558
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Bay Area Builders Exchange (Contra Costa) 2440 Stanwell Drive Concord, CA 94520	Sacramento Builders Exchange 1331 T Street Sacramento, CA 95814
San Francisco Builders Exchange 850 So. Van Ness Avenue #13 San Francisco, CA 94110	North Coast Builders Exchange 1030 Apollo Way Santa Rosa, CA 95407
Marin Builders Association 660 Las Gallinas Avenue San Rafael, CA 94903	Small Business Exchange 703 Market Street, Suite 1000 San Francisco, CA 94103
Peninsula Builders Exchange 735 Industrial Road #100 San Carlos, CA 94070	Placer County Builders Exchange 231 Cherry Avenue, Suite 101 Auburn, CA 95603-4840
Builders Exchange of Santa Clara 400 Reed Street Santa Clara, CA 95050	Nor-Cal Bidders Exchange 4740 East Second Street #29 Benicia, CA 94510
Construction Bidboard 4420 Hotel Circle Court #215 San Diego, CA 92108	McGraw Hill-Dodge Plan Room 4020 Lennane Dr. Bldg 2 Suite 104 Sacramento, CA 95834-1987

The Plans, Specifications, Contract Documents and proposal forms may be obtained at the office of the Water Department Director, Fleming Hill Treatment Plant, 202 Fleming Hill Road, Vallejo, CA 94589 for Fifty dollars (\$50.00) which is not refundable.

Documents are also available online at [www.cityofvallejo.net](http://www.cityofvallejo.net). Interested bidders may register as Planholders (only Planholders receive information regarding addenda, and other notices from the City) online via the City website (at no cost) or upon purchase of plans and specifications from the City. Users of documents posted on the internet in electronic form are cautioned that the City of Vallejo does not assume any liability or responsibility based on these electronic files for any defective or incomplete copying, excerpting, scanning, faxing or downloading of the contract documents.

Complete sets of documents shall be used in preparing Bids; neither City nor Water Distribution Superintendent assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents.

The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has awarded a contract to the successful bidder. All other bidder's bonds shall be returned to the bidder.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of the City of Vallejo withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that the City of Vallejo make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The City of Vallejo reserves the right to reject any or all bids or portions thereof, to accept a bid or portion thereof or to waive any minor irregularity.

Bidders and Contractor shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000 et seq., known as the Contractor's License Law. The license classification required for this project is A or C-12.

DAWN G. ABRAHAMSON  
City Clerk

Dated: \_\_\_\_\_

CITY OF VALLEJO  
WATER DEPARTMENT

**INSTRUCTIONS TO BIDDERS**

- 1) All portions of the proposal form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the proposal form, bidder must provide the completed:
  - (a) Contractor Qualifications,
  - (b) Designation of Subcontractors,
  - (c) Non-Collusion Affidavit for Contractors or Subcontractor,
  - (d) Non-Discrimination Clause,
  - (e) The appropriate bid security.
  - (f) Addenda, if any

Failure to submit all required documents may result in the bid being rejected as non-responsive.

- 2) An original of the proposal form shall be filled in and submitted as the bid.
- 3) Sealed bids will be addressed to:  
Dawn G. Abrahamson, City Clerk  
555 Santa Clara Street  
P.O. Box 3068  
Vallejo, California 94590

- 4) City of Vallejo has obtained report(s):
  - (a) None.

The report(s) may contain facts that may materially affect bidders' bids.

The "technical data" may contain facts that may materially affect Bidders' bids. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

In addition, City of Vallejo has constructed other public works projects throughout the City, and obtained reports and other information in the course of the design

and construction of those other public works construction projects, all of which may contain facts that may materially affect bidders' bids. Bidders are strongly encouraged to inspect all of City's reports, records and documents referred to above. Said reports and documents will be made available upon written request at City of Vallejo Water Department Office for inspection and copying at bidders' sole cost and expense, during normal working hours.

- 5) Written questions will be the only questions that receive an official response from the City. Written questions may be submitted:
  - a) By Fax (707) 648-4060; or
  - b) By E-mail to the Project Manager: Oscar.Alcantar@cityofvallejo.net
  - c) By Letter addressed to:  
WATER DEPARTMENT PAVEMENT PATCH PROGRAM  
City of Vallejo Water Department  
202 Fleming Hill Road  
Vallejo, CA 94589

Bidders are advised that oral or written communication from the City not in the form of an official addendum do not alter the bid plans or specifications.

- 6) The cut off time for submission of bid questions is 5:00 P.M. (Pacific Time) on Thursday, May 3, 2018. Any questions received after this time will not be responded to.
- 7) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify the City in writing, via certified or registered mail, no less than two work days after the scheduled pre-bid conference, to request additional time. The written request must include an estimate of the amount of additional time required by bidder.
- 8) Following the public opening of bids, the City may request in writing that the apparent low bidder complete the Contractor Qualification Questionnaire included in these Contract Documents and furnish all required supporting documentation to enable the City to determine whether the apparent low bidder is responsible and/or qualified to perform the work described in the Contract Documents. By submission of a bid, bidder agrees to complete the Contractor Qualification Questionnaire,

furnish all required attachments, sign the Contractor Qualification Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualification Questionnaire, and return to the City within five (5) working days of City's written request. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, and return it to the City within five (5) working days of City's written request, bidder will not be considered for award of the contract, and further, bidder agrees that the City may award the Contract to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities.

- 9) If for any reason the City elects to not award the contract to the apparent low bidder, the City may request in writing that the apparent second lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation as required by the preceding paragraph, to enable the City to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the City elects to not award the contract to the apparent second lowest bidder, the City may request the third lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation, and so on.
- 10) If the City receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the City determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the City elects to not award the Contract to that bidder, the City will promptly return that bidder's bid security.
- 11) Bid Protests - Only Bidders may protest Bids. All Bid protests must be submitted in writing along with a non-refundable \$2,500.00 Bid protest fee.
  - a) All Bid protests must be addressed to Director, Water Department, City of Vallejo, 202 Fleming Hill Rd, Vallejo, CA 94590 Pavement Patch Program and received, by said Director along with the non-refundable Bid protest fee, by the Bid Protest Deadline. The Bid protest submitted to the Director shall include one original and two complete copies. The original Bid protest and two complete copies shall be transmitted to the Director via certified mail, return receipt, or hand delivery.
  - b) The Bid Protest Deadline shall be the earlier of any of the following that may apply:
    - (i) If the Bid protest is based on the responsiveness of a particular Bid or the responsibility of a particular Bidder, the Bid Protest Deadline

is 5:00 p.m. on the 4th business day after the Bid opening;

- (ii) If the Bid protest is based on the City's determination that a Bid is not responsive or a Bidder is not responsible, then the affected Bidder's Bid Protest Deadline is 5:00 p.m. on the 4th business day after the date of the City's notice to the affected Bidder.

c) Additionally, the following shall apply to all Bid protests:

- (i) The written bid protest must state all facts and each legal basis for the protest.
- (ii) The written bid protest must specifically identify each portion of each document that forms the basis for the protest and include a copy of each document.
- (iii) The protest must include the name, address and telephone number of the person representing the protesting party.
- (iv) Before the Bid Protest Deadline, the Bidder protesting a Bid shall transmit to all other parties having a potential interest that may be adversely affected by the outcome of the protest, a complete copy of the Bid protest and all supporting documents, including but not limited to all other Bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest.
- (v) The procedures and time limits set forth in this section for Bid Protests are strictly construed and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidders' failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the Bid protest, including but not limited to, the filing of a Government Code Claim or legal proceedings.
- (vi) A Bidder may not rely on a Bid protest submitted by another Bidder, but must timely pursue its own Bid protest.

- 12) Liquidated damages that may be assessed by City of Vallejo for late completion is \$2,500 for each calendar day delay.

CITY OF VALLEJO  
WATER DEPARTMENT

**PROPOSAL FORM**

FOR THE

**WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

TO: The Honorable Mayor and City Council  
City of Vallejo  
Vallejo, California 94590

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code.

Contractor's License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contractor's Classification: \_\_\_\_\_

Name on Contractor's License: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

City of Vallejo Business License Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

The work to be done consists of:

Providing water pollution controls, providing phased traffic control for street closures and detours, saw cutting, removal of asphalt concrete, cutback material and road base to city standard; placement of hotmix asphalt paving shall be no less than 250 degrees Fahrenheit, crack sealeant, lowering and raising existing utility frames and covers, recycle disposed materials, installation of temporary pavement markers and permanent pavement striping and markings throughout the city of Vallejo's water distribution system including the Hiddenbrooke, Green Valley, Cordelia, the city of Fairfield and Mare Island service areas. Local jurisdiction technical specifications may vary in areas outside of the city of Vallejo. Contractor will be responsible for obtaining Caltrans encroachment permits in Napa, Solano Counties where work is to be performed. The minimum quantity of 165 patches to be rehabilitated is the anticipated volume of work to be performed. Areas to be paved will be a minimum of 2' x 5' (10 square feet) and not to exceed a 6' x 8' (48 square feet) dimension without prior approval by the authorized designee or appointee. Contract shall be on call or at the discretion of the city of Vallejo's water department authorized designee or his appointee. Work shall begin from award of bid through June 30<sup>th</sup>, 2018. The contractor will be notified at the first of every month as to the pavement patch area to be done. All work shall be completed within 30 days of notification. Areas to be repaved will be marked out by the city water department. The work shall include all labor, tools and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and all of the Contract Documents; and he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Vallejo, in the form of the copy of the contract annexed hereto, to provide all necessary labor, materials, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Water Distribution Superintendent as therein set forth, and that he/she will take in full payment therefore the following item prices, to wit:

NOTE: The quantities following are approximate only and will be used as a basis for the comparison of bids.

An (s) listed after a Bid Schedule description item, if any, indicates items that are considered "Specialty Items" as defined in Section 8-1.01 of the General Provisions.



CITY OF VALLEJO  
WATER DEPARTMENT

**BID SHEET**

FOR THE

WATER DEPARTMENT PAVEMENT PATCH PROGRAM

<u>ITEM No.</u>	<u>DESCRIPTION OF ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1	Remove Cutback, Asphalt per City Standard	16,500	SF	\$	\$
2	Furnish and Install Hot Mix (Type A)	400	Ton	\$	\$
3	Remove and Replace Sidewalk Panels	300	SF	\$	\$
4	Remove and Replace Curb/Gutter	150	LF	\$	\$
5	Adjust Water Valve Cover to Grade	10	EA	\$	\$
6	Adjust Manhole to Grade	1	EA	\$	\$
7	Pavement Markings	100	SF	\$	\$
8	Blue Retroreflective Fire Hydrant Marker	5	EA	\$	\$

TOTAL BID SUMMARY

Total Bid \$ \_\_\_\_\_  
(IN FIGURES)

Total Bid \$ \_\_\_\_\_  
(IN WORDS)

BIDDER'S SIGNATURE \_\_\_\_\_

The Contract, if it is awarded, shall be awarded to the Contractor submitting the lowest total bid that complies with these Contract Documents.

In case of discrepancy between the unit prices and the total amount, the unit prices shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a Unit Price for a said item is not readable or otherwise not clear, or is omitted, or is the same amount as the entry in the Total Amount column, then the amount set forth in the Total Amount column for the line item shall prevail and shall be divided by the Estimated Quantity for the said item and the price thus obtained shall be the Unit Price amount.
- (b) (Decimal Errors) If the total of the entered Unit Price multiplied by the given Estimated Quantity is **exactly** off by a decimal factor (i.e., ten, one hundred, etc. or, one-tenth, one-hundredth, etc.) from the entered Total Amount, the discrepancy will be resolved by using the entered Unit Price or entered Total Amount, whichever most closely approximates (by percentage) the Unit Price or Total Amount in the City -Water Distribution Superintendent's Cost Estimate.
- (c) In order for a bid to be valid, all aspects of the Bid Sheet must be filled out completely. An incomplete Bid Sheet is grounds for bid reject.

The City of Vallejo desires wherever possible to hire qualified City of Vallejo residents to work on City projects. Contractors, subcontractors, consultants, and developers will, wherever possible, solicit proposals from qualified local firms and will, wherever possible, employ qualified local residents to work on City projects.

The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items within the time limit specified in the Contract Documents, the City of Vallejo may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

Bidder declares that he/she/it has not accepted any bid from any subcontractor or vendor through any bid depository, the by-laws, rules or regulations of which prohibit or prevent the bidder from considering any bid from any subcontractor which is not processed through said bid depository or which prevent any subcontractor or vendor from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

ACCOMPANYING THIS PROPOSAL is \_\_\_\_\_

\_\_\_\_\_  
(in an amount of ten percent (10%) of the total bid)

NOTICE: Insert the words CASH (\$\_\_\_\_\_), CASHIER'S CHECK, BIDDER'S BOND, or CERTIFIED CHECK, as the case may be.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

IF THE BIDDER OR OTHER INTERESTED PERSON is a corporation, state legal name of corporation and state where incorporated, also names of the President, Secretary, Treasurer, and Manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LICENSED IN ACCORDANCE WITH THE CONTRACTORS' LICENSE LAW OF THE STATE OF CALIFORNIA (BUSINESS AND PROFESSIONS CODE) SECTION 7000 et seq. PROVIDING FOR THE REGISTRATION OF CONTRACTORS,  
License No.: \_\_\_\_\_

Sign Here: \_\_\_\_\_

\_\_\_\_\_  
(Printed or typed name of Bidder)

Dated: \_\_\_\_\_

NOTE: If the bidder is a corporation or a co-partnership, the legal name of the firm shall be set forth above, together with the signature of the officer or partner authorized to sign contracts for the firm.

CITY OF VALLEJO  
WATER DEPARTMENT

**BIDDER'S BOND**

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_,

as Surety, are held and firmly bound unto the City of Vallejo, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Vallejo, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents; in the sum of:

\$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Vallejo, for certain construction specifically described as follows, for which bids are to be opened at Vallejo, California, on May 10<sup>th</sup> at 2 pm, for the

WATER DEPARTMENT PAVEMENT REHABILITATION PROJECT.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Vallejo, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety

Address \_\_\_\_\_  
\_\_\_\_\_

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.

CITY OF VALLEJO  
WATER DEPARTMENT

**CONTRACTOR QUALIFICATIONS**

This form must be completed, signed by bidder, and submitted to City of Vallejo with bidder's bid. Failure to complete, sign and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

City has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board Classification A or C-12 for a minimum of five (5) continuous years prior to the date of bid opening.
2. Not have any pending disciplinary proceedings or investigations by the Contractors State License Board.
3. Have completed to the public owner's satisfaction, no less than two (2) public works projects in the State of California, each with an original contract price of no less than \$1,000,000 within the past five years prior to the date of bid opening.
4. Currently (as of the date of bid opening) or within the past five years, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other public works for any other public agency.

I, being the \_\_\_\_\_ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_

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## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the prime contractor's total bid, or ten thousand (\$10,000) whichever is greater, and the dollar amount of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Prime Contractor Self Perform requirement is **50%** (exclusive of specialty items). The Water Distribution Superintendent shall use the Designation of Subcontractors form to determine the percentage of contract work amount performed by the contractor.

NAME	LOCATION OF BUSINESS	CA CONTR. LICENSE NO.	CA DIR REGIST. NO.	DESCRIPTION OF SUB WORK	BID ITEMS	DBE (Y/N)	DBE CERT. NO.	DOLLAR AMOUNT OF SUB WORK (\$\$\$)

**NOTICE TO BIDDERS:** Listing of subcontractors is mandatory under Sections 4100-4113 of the California Public Contract Code. If this form is incomplete or inaccurate, your bid may be rejected.

### DESIGNATION OF SUBCONTRACTORS

NAME	LOCATION OF BUSINESS	CA CONTR. LICENSE NO.	CA DIR REGIST. NO.	DESCRIPTION OF SUB WORK	BID ITEMS	DBE (Y/N)	DBE CERT. NO.	DOLLAR AMOUNT OF SUB WORK (\$\$\$)

**NON-COLLUSION AFFIDAVIT FOR CONTRACTOR OR SUBCONTRACTOR**

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of \_\_\_\_\_ (hereinafter referred to as (contractor) or (subcontractor))
2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Vallejo, State of California.
3. That his/her proposal is genuine and is not collusive or a sham proposal.
4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Vallejo or any person interested in the proposed contract; and,
5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, owners, representatives, employees, or parties in interest, including this affiant.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

License Number  
and Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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CITY OF VALLEJO  
WATER DEPARTMENT

**NONDISCRIMINATION CLAUSE**

Contractor shall refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any employee of, or applicant for employment with, Contractor.

Contractor further agrees as follows:

- (a) That the Contractor shall not because of the race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ any person, or to bar or discharge any person from employment, or to discriminate against any person in compensation, or in the terms, conditions, or privileges of employment, and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation.
- (b) That the Contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager, the provisions set forth above.
- (c) That the Contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race religious creed, color, sex, national origin, or ancestry, disability, medical condition, age, marital status or sexual orientation.
- (d) That the Contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the Contractor's commitments under this contract to any labor union or employee association with which the Contractor has a collective bargaining contract, or other employer - employee labor agreement or understanding."

Contractor shall include the provisions of this Nondiscrimination Clause in every subcontract, including subcontracts for the provision of materials or equipment.

By submitting a bid, the Contractor agrees to comply with all the non-discrimination provisions contained in the Vallejo Municipal Code.

---

BIDDER'S SIGNATURE

---

DATE

**WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

CITY OF VALLEJO  
WATER DEPARTMENT

**CONTRACT  
FOR**

**WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

THIS CONTRACT ("Contract") made and concluded in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, acting by and through its City Council, hereinafter called City, and \_\_\_\_\_, [enter type of entity] hereinafter called CONTRACTOR.

**WITNESSETH:**

WHEREAS, the City Council of said City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the City Council of said City did cause to be noticed for the time and in the manner required by law a notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such notice, submitted to the City Council of said City within the time specified in said notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said notice, the City Council of City, by and through its authorized representatives, publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said City Council of City, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. **SCOPE OF WORK**

The Scope of Work includes providing water pollution controls, providing phased traffic control for street closures and detours, saw cutting, removal of asphalt concrete, cutback material and road base to city standard; placement of hotmix asphalt paving, crack sealant, lowering and raising existing utility frames and covers, recycle disposed materials, installation of temporary pavement markers and permanent pavement striping

and markings throughout the city of Vallejo's water distribution system including the Hiddenbrooke, Green Valley, Cordelia, the city of Fairfield and Mare Island service areas. Local jurisdiction technical specifications may vary in areas outside of the city of Vallejo. Contractor will be responsible for obtaining Caltrans encroachment permits in Napa, Solano Counties where work is to be performed. The minimum quantity of 165 patches to be rehabilitated is the anticipated volume of work to be performed. Areas to be paved will be a minimum of 2' x 5' (10 square feet) and not to exceed a 6' x 8' (48 square feet) dimension without prior approval by the authorized designee or appointee. The Contractor shall provide all labor, tools, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans, specifications, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

The following documents shall constitute the Contract Documents:

- (a) Notice to Contractors;
- (b) Instructions to Bidders;
- (c) Proposal Form;
- (d) Plans;
- (e) Specifications, special provisions;
- (f) Change Orders thereto;
- (g) Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, 2010 edition, Sections 10 through 95, all as modified herein;
- (h) City of Vallejo Regulations and Standard Specifications for Public Improvements, December 2011 edition;
- (i) Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007;
- (j) Any other documents identified as such in the Contract Documents.

## 2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents identified as such, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and City agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the City Council, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

The said Contractor agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage arising out of



the nature of the work aforesaid, or from the action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications and the requirements of the Water Distribution Superintendent under them.

By my signature as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's 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 of this contract.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Clerk, City of Vallejo, City Hall, 555 Santa Clara Street, Vallejo, California CA. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth on Exhibit A, hereto, in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

**SIGNATURES ARE ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seal the day and year first above written.

CITY OF VALLEJO,  
a municipal corporation

[TYPE IN CONTRACTOR'S NAME]  
[Type in type of entity]

By: \_\_\_\_\_  
Greg Nyhoff  
City Manager

By: \_\_\_\_\_  
[Type in name]  
[Type in title]

Attest: \_\_\_\_\_  
Dawn G. Abrahamson  
City Clerk

(Corporate Seal)

(City Seal)

Approved as to Content:

\_\_\_\_\_  
Michael A. Malone  
Water Department Director

Approved as to Form and Insurance

\_\_\_\_\_  
Claudia Quintana  
City Attorney

**EXHIBIT A**

**[BID SHEET TO BE INSERTED]**

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Bond Number: \_\_\_\_\_

Premium: \_\_\_\_\_

CITY OF VALLEJO  
WATER DEPARTMENT

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the City of Vallejo, a municipal corporation of the State of California, hereinafter called the City, in the penal sum of \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_, and no more, for the work described below, for the payments of which sum in lawful money of the United States of America well and truly to be made to the City of Vallejo, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents as herein above provided.

THAT WHEREAS, the Principal has entered into a contract with said City for the construction of:

**WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal shall in all things stand to abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract agreed on his/her or their part to be kept and performed at the time and in the manner herein specified, and shall indemnify and save harmless the City of Vallejo, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue to guarantee Contractor's faithful performance of its obligations in the Contract Documents, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same shall in any manner affect its obligations on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY INFORMATION:

Contact Person: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax no. : (\_\_\_\_\_) \_\_\_\_\_

- NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.
- (2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Quintana  
City Attorney

Bond Number: \_\_\_\_\_

Premium: \_\_\_\_\_

CITY OF VALLEJO  
WATER DEPARTMENT

**PAYMENT (LABOR AND MATERIALS) BOND**

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that whereas, the City of Vallejo, a municipal corporation of the State of California, acting through its City Council, has awarded: hereinafter designated as the Principal, a contract for:

**WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, provided that if said Contractor, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, the Surety of this bond will pay the same.

NOW, THEREFORE, we, \_\_\_\_\_

as Principal and \_\_\_\_\_,

as Surety, are held firmly bound unto the City of Vallejo, a municipal corporation, hereinafter called City, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), and no more, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, as herein provided.

The condition of this obligation is such that, if said Principal, or his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code, commencing with Section 9550, and providing that the persons, companies or corporations so furnishing said materials, provisions, or other supplies, appliances or power used in, for or about the performance of the work contracted to be executed or performed, or any person, company, or corporation, renting, or hiring implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Title 15, the Surety, or Sureties, hereon will pay the same in an amount not exceeding the sum specified in his/her or its bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

Payment (Labor and Materials) Bond  
Page 2

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same, shall in any manner affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, the above bounden parties have executed this Instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. The name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SURETY INFORMATION:

Contact Person: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax no.: (\_\_\_\_\_) \_\_\_\_\_

NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.

(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

\_\_\_\_\_  
Claudia Quintana  
City Attorney



CITY OF VALLEJO  
WATER DEPARTMENT

**CONTRACTOR QUALIFICATION QUESTIONNAIRE**

If requested by City, bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, within five (5) days of being requested by City. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the City within five (5) days of City's request, bidder will not be considered for award of the contract, and further, bidder agrees that the City of Vallejo may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary, attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

1. State the full legal name of the bidder.
  
2. State the nature of the bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).
  
3. State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.
  
4. Has any person or legal entity holding a legal or equitable ownership of the bidder, ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.
6. State the bidder's contractor's license number.
7. State the date bidder first began business.
8. State any other names that bidder has used or done business under in the past five (5) years.
9. Describe in general, bidder's experience.
10. Has bidders ever failed to complete a construction contract?
11. Has bidder's control over a work of improvement, ever been terminated?
12. For each project that bidder has furnished labor, services, materials or equipment in the past five years, which includes  
Providing water pollution controls, providing phased traffic control for street closures and detours, saw cutting, removal of asphalt concrete, cutback material and road base to city standard; placement of hotmix asphalt paving, lowering and raising existing utility frames and covers, recycle disposed materials, installation of temporary pavement markers and permanent pavement striping and markings,  
state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.

13. For every public work of improvement upon which bidder has furnished labor, services, materials or equipment in the past five years, whether completed or not, for which the bidder's original contract was greater than \$1,000,000, but not more than \$5,000,000, state the name, address and telephone number of the owner and principal designer (architect or engineer).
14. For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
15. Has bidder ever been charged with a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.
16. Has anyone ever alleged that bidder violated California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.
17. Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, et seq.?
18. Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.
19. Has any public agency ever issued a letter, ruling or determination debaring bidder or anyone holding a legal or equitable interest in bidder, from bidding public works? (This includes debarments that are simultaneously or subsequently suspended, revoked or withdrawn.)

20. Has bidder ever entered into an agreement with any public agency, to not bid work for that public agency?
21. Within the past seven (7) years, has bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.
22. Has any surety ever paid or satisfied any claim on behalf of bidder?
23. Has any surety ever undertaken or been called upon to complete any project of bidder?
24. For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project.
25. State bidder's annual gross sales for each of the last five fiscal years.
26. If requested by City (as indicated below) attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City.

CONTRACTOR MUST FURNISH:

YES [ ]

NO [x]

27. The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND CITY OF VALLEJO MAY RELY UPON THE CONTENTS AS BEING TRUTHFUL, COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: \_\_\_\_\_

Bidder

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Printed name of signor)

\_\_\_\_\_  
(Title of signor)

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CITY OF VALLEJO  
WATER DEPARTMENT

**CONTRACT CHANGE ORDER NO.:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**PROJECT:** WATER DEPARTMENT PAVEMENT PATCH PROGRAM

**FROM:** CITY OF VALLEJO

This change order modifies and amends the provisions of that certain Contract dated

\_\_\_\_\_ by and between the City and \_\_\_\_\_  
("Contractor").

**REFERENCE:** Contract Plans, Sheet No.  
or other Plans attached

Contractor is hereby directed to make the following changes to the Work:

By signing this Change Order, Contractor understands and agrees that it is accepting the specified sums and adjustment of contract time of completion (if any) set forth herein as full, final and complete satisfaction of any and all claims by Contractor for all costs and expenses of Contractor and anyone for whom Contractor may be responsible for the work referred to herein, including but not limited to costs or expenses of the Contractor or any of its subcontractors, materials suppliers, vendors or anyone else for whom Contractor is responsible, for labor, materials, services or equipment, no matter how characterized, whether known or unknown to Contractor, including but not limited to, all field and home office overhead, delay costs/claims, acceleration costs/claims, unabsorbed or under-absorbed home office overhead, extended field costs, general conditions, claim preparation costs, inefficiencies, or the like, no matter how characterized. Contractor further understands and agrees by signing this Change Order that any attempt by Contractor to purportedly reserve rights to claim additional time or compensation for the work referred to herein, is void.

ADJUSTMENT OF CONTRACT TIME OF COMPLETION: \_\_\_\_\_

AGREED PRICE: \_\_\_\_\_

FORCE ACCOUNT

BASE CONTRACT PRICE: \_\_\_\_\_

PREVIOUS CONTRACT CHANGE ORDER: \_\_\_\_\_

NEW ADJUSTED CONTRACT PRICE: \_\_\_\_\_

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT AND ALL PRIOR CHANGE ORDERS REMAIN IN FULL FORCE AND EFFECT.

RECOMMENDED: \_\_\_\_\_  
NAME TITLE

Execution of this Change Order by both parties constitutes a binding agreement. This document constitutes the entire agreement between the parties. The person signing this Change Order for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

ACCEPTED AND AGREED

Contractor: \_\_\_\_\_ DATE \_\_\_\_\_  
[Type in name and title]

City: \_\_\_\_\_ DATE \_\_\_\_\_  
WATER DIRECTOR



## SECTION A - SPECIAL PROVISIONS

1. Location of Work – Various locations throughout the City of Vallejo water distribution service area including Green Valley, Cordelia and the city of Fairfield and Mare Island Counties of Solano and Napa, State of California
2. Scope of Work - For all work on this project the Contractor shall furnish all labor, materials, tools, equipment, transportation, appliances and services required to completely execute the work as set forth on the Contract Documents. The subdivision of these specifications into divisions is not intended to strictly set forth or limit the scope of any subcontractor and shall not relieve the Contractor of the responsibility for executing all work on the project as a whole.
3. Pre-Construction Conference - The Contractor, Water Director or a designee and other interested parties shall meet at a pre-construction conference to be scheduled after execution of the construction Contract and prior to the start of construction. The purpose of this conference is to review job schedules, traffic control, affirmative action, and to discuss various other aspects of the work and to clarify procedures.

The Contractor shall submit the following to the Water Director or a designee by the date of the pre-construction conference:

- A. "Notice" to homeowners, residents, commuters and/or affected parties for review and approval.
  - B. All other material or required submittals for review. All submittals shall be in writing.
4. Underground Utilities - The Contractor shall locate all underground obstructions and utilities - gas, electric, water lines, etc. Repair of damage of any utility lines shall be made at the Contractor's expense. See applicable drawings, if any.
  5. Materials and Tests -The Contractor shall furnish written laboratory reports from a reputable testing or inspection agency acceptable to City of Vallejo, or written certification from the manufacturer as to compliance with the Specifications as to the composition, durability and performance of the all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal.
  6. City Furnished Materials - The City will furnish to the Contractor free of charge for use under these Specifications the following materials: **(NOT APPLICABLE)**
  7. Water – City will provide Contractor with temporary water for the purpose of water accounting. If provided meter is not returned, City shall retain \$3,500 as the

replacement cost.

9. Construction Upon Private Property - The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

Construction on private property during overtime, weekend, holiday or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the Assistant Public Works Director-Water.

No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

12. Hazardous Waste in Excavation – If the Contractor encounters material in excavation, which the contractor has reason to believe may be hazardous waste as defines by Section 25117 of the Health and Safety Code, the contractor shall immediately so notify the Water Distribution Superintendent in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Water Distribution Superintendent authorizes it to be resumed. If such suspension delays the current controlling operation by more than one (1) working day, the Contractor shall be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages," of the General Provisions. Upon authorization from the Water Distribution Superintendent to proceed, the Contractor shall resume excavation operations per the requirements of the plans and specifications.

If such suspension delays the current controlling operation by more than two (2) working days, the delay shall be considered a right of way delay and the Contractor shall be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the General Provisions.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of hazardous material and for removing such material.

## SECTION B - GENERAL PROVISIONS

### SECTION 1: DEFINITIONS AND TERMS

#### 1-1.01 General

Unless the context otherwise requires, wherever in the Specifications and other Contract Documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section One. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he," are utilized in the Specifications for the sake of brevity, and are intended to refer to persons of either gender.

#### 1-1.02 ABBREVIATIONS

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronics Engineers
NEMA	National Electrical Manufacturers Association
UL	Underwriters' Laboratories Inc.

#### 1-1.02A UNITS OF MEASUREMENT

These General Provisions contain units in two systems of measurement: units shown in the International System of Units (SI or "metric") and units in the United States Standard Measures are shown in braces "{}". The Department does not warrant the accuracy of the units shown in United States Standard Measures, and any use of United States Standard Measures is at the sole risk of those agencies and others that specify United States Standard Measures units in their contracts. The measurements expressed in the two systems are not necessarily equal, and items constructed or fabricated in one system are not necessarily interchangeable with items constructed or fabricated in the other

system. The project Special Provisions designate the system of units that will apply to contracts referencing these Standard Specifications.

Some of the symbols for metric units of measurement used in the Specifications and in the Water Distribution Superintendent's Estimate are defined as follows. The symbols for other units of measurement used in the Specifications are as defined in ASTM Designation: E-380, or in the various Specifications and test referenced in the Specifications.

Symbols as used in the Specifications	Symbols as used in the Water Distribution Superintendent's Estimate	Definitions
A	—	amperes
—	EA	each
g	G	gram
kg	KG	kilogram
ha	HA	hectare (10 000 m <sup>2</sup> )
h	H	hour
J	—	joule
—	LNKM	lane kilometer
L	L	liter
—	LS	lump sum
m	M	meter
km	KM	kilometer
mm	MM	millimeter
µm	—	micrometer
nm	—	nanometer
m <sup>2</sup>	M <sup>2</sup>	square meter
m <sup>3</sup>	M <sup>3</sup>	cubic meter
N	—	newton
N·m	—	newton meter
Ω	—	ohm
Pa	—	pascal
kPa	—	kilopascal
MPa	—	megapascal
s	—	second
—	STA	station (100 m)
—	TAB	tablet
tonne	TONN	metric ton (1000 kg)
W	—	watt
V	—	volt

Some of the symbols for United States Standard Measures units of measurement used in the Specifications and in the Water Distribution Superintendent's Estimate are defined as follows.

Symbol Used	Definitions
A	amperes
EA	each
LB	pound
ACRE	acre
h	hour
LNMI	lane mile
GAL	gallon
LS	lump sum
LF	linear foot
MI	mile
MSYD	thousand station yard
SF	square foot
CF	cubic foot
SY	square yard
CY	cubic yard
Ω	ohm
s	second
STA	100 feet
TAB	tablet
TON	2,000 pounds
W	watt
V	volt
MFBM	thousand foot board measure

### 1-1.03 ACCEPTANCE

The formal written acceptance by the Vallejo City Council of an entire contract which has been completed in all respects in accordance with the plans and Specifications and any modifications thereof previously authorized in writing.

### 1-1.04 (BLANK)

### 1-1.05 BASE

A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

### 1-1.06 BASEMENT MATERIAL

The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.

1-1.07 BIDDER

Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1-1.08 BRIDGE

Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.

1-1.085 CONDUIT

A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.

1-1.09 CONTRACT

The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include:

- (a) Notice to Contractors,
- (b) Instructions to Bidders,
- (c) Proposal Form,
- (d) Plans, Specifications, special provisions;
- (e) Addenda and Change Orders thereto;
- (f) Standard Specifications, State of California, Business, Transportation and Housing Agency, Department of Transportation, 2010 edition, Sections 10 through 95, all as modified herein;
- (g) City of Vallejo Standard Specifications and Standard Drawings , December 2011 edition;
- (h) Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007.

All documents comprising the Contract may also be referred to as the "Contract Documents."

1-1.10 CONTRACTOR

The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a Contract with the City of Vallejo, as party or parties of the second part or their legal representatives.

1-1.11 CULVERT

Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.

1-1.12 DAYS

Unless otherwise designated, days as used in the Specifications will be understood to mean calendar days.

1-1.13 DEPARTMENT

The City of Vallejo Water Department

1-1.14 DETOUR

A temporary route for traffic around a closed portion of a road.

1-1.15 DIRECTOR

The City of Vallejo Water Department Director, or his/her authorized representative.

1-1.16 DIVIDED HIGHWAY

A highway with separated traveled ways for traffic, generally in opposite directions.

1-1.17 (BLANK)

1-1.18 ENGINEER

The City of Vallejo, Water Department, Project Engineer, acting either directly or through properly authorized agents, the agents acting within the scope of the particular duties delegated to them.

1-1.19 WATER DISTRIBUTION SUPERINTENDENT'S ESTIMATE

The list of estimated quantities of work to be performed as contained in the "Proposal Form."

1-1.20 FEDERAL AGENCIES

Whenever, in the Specifications, reference is made to any Federal agency or officer, the reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction and authority of the agency or officer mentioned.

1-1.21 FIXED COSTS

Any necessary labor, material and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the work done.

1-1.22 FRONTAGE ROAD

A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.

1-1.23 GRADING PLANE

The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.

1-1.24 HIGHWAY

The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.

1-1.25 LABORATORY

Any testing laboratory identified as such by City of Vallejo.

1-1.255 LEGAL HOLIDAYS

Those days designated as City observed holidays specifically:

a) New Year's Day, b) Martin Luther King, Jr. Day, c) President's Day, d) Memorial Day, e) Independence Day, f) Labor Day, g) Columbus Day, h) Veterans' Day, i) Thanksgiving Day, j) Day after Thanksgiving, k) Christmas Day

1-1.26 LIQUIDATED DAMAGES

The amount prescribed in the Contract Documents, to be paid to the City of Vallejo or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract Documents.

1-1.265 MUTCD OR CAMUTCD

The State of California, Department of Transportation publication entitled "California Manual on Uniform Traffic Control Devices."

1-1.27 MEDIAN

That portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.

1-1.275 OFFICE OF STRUCTURE DESIGN

The State of California Office of Structure Design of the Department of Transportation. When the Specifications require working drawings to be submitted to the State Office of



Structure Design, the drawings shall be submitted to: Office of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.

#### 1-1.28 PAVEMENT

The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

#### 1-1.29 PLANS

The official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans. In the above definition, the following terms are defined as follows:

- Project Plans

The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans insofar as the same may apply.

- Standard Plans

The Standard Plans issued by the State of California, Business, Transportation and Housing Agency, Department of Transportation.

#### 1-1.30 PROCESSING

Any operation or operations of whatever nature and extent required to produce a specified material.

#### 1-1.31 PROPOSAL

The offer of the Bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

#### 1-1.32 PROPOSAL FORM

The approved form upon which the City of Vallejo requires formal bids be prepared and submitted for the work.

#### 1-1.33 PROPOSAL GUARANTY

The cash, cashier's check, certified check or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the City of Vallejo for the performance of the work if the Contract is awarded to the bidder.

1-1.34        ROADBED

The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

1-1.35        ROADWAY

That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

1-1.36        SHOULDERS

The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

1-1.37        SPECIAL PROVISIONS

The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Specifications.

1-1.38        SPECIFICATIONS

The directions, provisions and requirements contained in the General Provisions, Wage and Equipment Rate and Technical Specifications section as supplemented by the Standard Specifications, City of Vallejo Standard Specifications and Standard Drawings. Whenever the term "these Specifications" or "these Standard Specifications" is used in this Contract, it means the provisions set forth in this Contract. "Specifications" or "Standard Specifications" also means the State of California, Department of Transportation, Standard Specifications, 2010 edition, Sections 10 through 95 only.

1-1.39        STATE

The State of California.

1-1.40        (BLANK)

1-1.41        SUBBASE

A layer of specified material of planned thickness between a base and the basement material.

1-1.42 SUBGRADE

That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

1-1.43 SUBSTRUCTURE

All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

1-1.44 SUPERSTRUCTURE

All that part of the bridge except the bridge substructure.

1-1.45 SURFACING

The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

1-1.46 TRAFFIC LANE

That portion of a traveled way for the movement of a single line of vehicles.

1-1.47 TRAVELED WAY

That portion of the roadway for the movement of vehicles, exclusive of shoulders.

1-1.48 WORK

All the work specified, indicated, shown, contemplated or inferable from the Contract Documents to construct the improvement, including all alterations, amendments or extensions thereto made by Contract change order.

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## **SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 CONTENTS OF PROPOSAL FORMS**

Prospective bidders must use City of Vallejo proposal forms which will refer to the special provisions and project plans for the work to be done and will include a schedule of items for which bid prices are asked, showing the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished.

### **2-1.02 APPROXIMATE ESTIMATE**

The quantities given in the proposal form and Contract are approximate only, being given as a basis for the comparison of bids. The City of Vallejo does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work.

### **2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

All bidders shall carefully and completely examine the site of the work contemplated, the plans and Specifications, and the proposal and Contract forms therefor, and perform all tests and inspections necessary to inform bidder of all conditions that may be encountered, the character, quality and scope of work to be performed, and the quantities of materials to be furnished. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, Specifications and the Contract.

Where the City of Vallejo has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders and Contractor may, upon written request, inspect the records of the City of Vallejo as to those investigations subject to and upon the conditions hereinafter set forth. The investigations are made only for the purpose of study and design.

The records of investigations, project records, log of test borings, record of geotechnical data, investigation of subsurface conditions, "Materials Information," cross-sections, contour maps, and any other investigations provided by City of Vallejo, are not a part of the Contract and are available solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the City of Vallejo assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the above described documents or of the interpretations set forth therein or made by the City of Vallejo in its use thereof and there is no warranty or guaranty, either express or implied, as to the completeness or accuracy of the documents, that the conditions indicated by the documents are representative of those existing in or throughout those areas, or any part thereof, or that

unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

The availability or use of information described in this section is not to be construed in any way as a waiver of the provisions of the first paragraph in this section and a bidder or Contractor shall make their own investigation and examination to be satisfied as to conditions to be encountered in the performance of the work.

No information derived from the inspection of investigations or compilation thereof made by the City of Vallejo or from the Water Distribution Superintendent, or their consultants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

#### 2-1.04        ADDENDUM

If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification to Water Superintendent, which response to said request will be given in the form of addenda to all bidders, if time permits.

The correction of any discrepancies in, or omissions from the plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued in writing by the City of Vallejo. A copy of each such addendum issued by the City of Vallejo will be electronically mailed, faxed or delivered to each person receiving a set of the Contract Documents, and shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

#### 2-1.05        PROPOSAL FORMS

The City of Vallejo will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid may be rejected.

2-1.054        (BLANK)

2-1.056        (BLANK)

2-1.06         (BLANK)

#### 2-1.07        PROPOSAL GUARANTY

The proposal must be accompanied by cash, a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the City of Vallejo, and the certified check or cashier's check must be made payable to the City of Vallejo.

## 2-1.08 WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the City of Vallejo. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

## 2-1.09 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors." Bidders or their authorized agents are invited to be present.

## 2-1.095 RELIEF OF BIDDERS

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the Bidder shall give the City of Vallejo written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

## 2-1.10 DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which that individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders any or all proposals may be rejected. Proposals in which the prices appear unbalanced may be rejected.

2-1.105 (BLANK)

2-1.108 (BLANK)

2-1.11 (BLANK)

2-1.12 (BLANK)

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## **SECTION 3: AWARD AND EXECUTION OF CONTRACT**

### **3-1.01 AWARD OF CONTRACT**

The right is reserved to reject any and all proposals.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the City of Vallejo and the bidder concerned.

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

The low bid will be determined by adding the sum of the base bid and all alternates (if any). The City of Vallejo reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

### **3-1.02 BONDS**

Within ten (10) days of Contractor's receipt of Contract from City of Vallejo, the Contractor shall furnish corporate surety bonds to the benefit of the City of Vallejo, issued by a surety company acceptable to the City of Vallejo and authorized and admitted to do business in the State of California, as follows:

- A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.
- B. Payment (Labor and Materials) Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond shall be on the forms provided by City of Vallejo.

The surety companies shall familiarize themselves with all provisions and conditions of

the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the City of Vallejo or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

### 3-1.03 EXECUTION OF CONTRACT

The Contract shall be signed by the successful bidder and returned, together with the Contract bonds, within 10 days after the bidder has received the Contract for execution.

### 3-1.04 FAILURE TO EXECUTE CONTRACT

The Contractor shall pay to the City of Vallejo such sums from said cash, bond, certified check, or cashier's check as necessary to reimburse the City of Vallejo for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a Contract. The amount of said cash, bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The City of Vallejo shall not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a Contract.

### 3-1.05 RETURN OF PROPOSAL GUARANTIES

The proposal guaranties accompanying the proposals of the first, second and third lowest bidders will be retained until the Contract has been finally executed, after which those proposal guaranties, may be returned to the respective bidders whose proposals they accompany. The proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the City of Vallejo, of the first, second and third lowest responsible Bidders.

## SECTION 4: SCOPE OF WORK

### 4-1.01 INTENT OF PLANS AND SPECIFICATIONS

All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the California Building Code; Title 24 of the California Code of Regulations; the California Electrical Code; the California Plumbing Code; Americans with Disabilities Act; and all other applicable codes, laws, rules or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Contractor agrees that immediately upon signing of the Contract, Contractor will diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Water Distribution Superintendent in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract sum is based upon the more costly or expensive standard.

The intent of the plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract, and that the work performed under the Contract results in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents. Where the plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. The Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract to the highest possible standard of workmanship.

Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Water Distribution Superintendent in writing for such further explanations as may be necessary, and the Water Distribution Superintendent shall render his or her decisions thereon. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Water Distribution Superintendent to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to City of Vallejo, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or

discrepancy in the Contract Documents, or there is an omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the City of Vallejo the reasonable cost, time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Water Distribution Superintendent shall be final.

#### 4-1.02 FINAL CLEANING UP

Before final inspection of the work, the Contractor shall clean the project site, material sites and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

#### 4 -1.03 CHANGES

The City reserves the right without changing the scope of work, to make such alterations deviations, additions to or deletions from the plans and Specifications, including but not limited to, the right to add or delete any portion of the work to be done with no additional compensation or change in lump sum or unit bid prices. The City also reserves the right without changing the scope of work, to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Water Distribution Superintendent to be necessary or advisable and to require such extra work as may be determined by the Water Distribution Superintendent to be required for the proper completion or construction of the whole work contemplated. Such increases or decreases in quantities shall not be a basis for change in character of the work.

The City of Vallejo may request that Contractor provide City of Vallejo with estimated costs for proposed changes to the work. Contractor agrees to promptly provide City of Vallejo with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work and the time for completion. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract change order, Construction Change Directive, or arising from claims shall be determined by one or more of the following methods as elected by the City of Vallejo:

- A. Lump Sum Price - By an acceptable lump sum price fixed in agreement between the City of Vallejo and the Contractor.
- B. Unit Prices - By unit prices fixed by agreement between the City of Vallejo and the Contractor.
- C. Force Account - By directing the Contractor to proceed with the work and to keep and present in such form as the City of Vallejo may direct, a correct account of the cost of the change, together with all vouchers therefor. The Contractor will be paid

for labor, materials, equipment rental, etc. actually used on change order work performed under Force Account as per Section 9-1.03 of these specifications.

The amount of payment agreed upon or, in the absence of agreement, selected by the City of Vallejo shall be set forth in the change order or construction change directive.

Upon receipt of a Contract change order authorized by the Water Distribution Superintendent, the Contractor shall proceed with the ordered work. If ordered in writing by the Water Distribution Superintendent, the Contractor shall proceed with the work so ordered prior to actual receipt of an authorized Contract change order therefor. In those cases, the Water Distribution Superintendent will, as soon as practicable, issue a Contract change order for the ordered work and the provisions in Section 4-1.03A, "Procedure and Protest," shall be fully applicable to the subsequently issued Contract change order.

When the compensation for an item of work is subject to adjustment under the provisions of this Section 4-1.03, the Contractor shall, upon request, furnish the Water Distribution Superintendent with adequate detailed cost data for that item of work. If the Contractor requests an adjustment in compensation for an item of work, the cost data shall be submitted with the request.

#### 4-1.03A PROCEDURE AND PROTEST

A Contract change order authorized by the Water Distribution Superintendent may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an authorized Contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Water Distribution Superintendent within 15 days after the receipt of the Contract change order. The protest shall state the points of disagreement, and the Contract specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the Contract change order, and Contractor agrees that payment shall constitute full compensation for all work included therein or required thereby. Unprotested Contract change orders will be considered as executed Contract change orders.

Where the protest concerning an authorized Contract change order relates to compensation, the compensation payable for all work specified or required by that Contract change order to which the protest relates will be determined as provided in Section 4-1.03D. The Contractor shall keep full and complete records of the cost of that work and shall permit the Water Distribution Superintendent to have access thereto as may be necessary to assist in the determination of the compensation payable for that work.

Where the protest concerning an accepted Contract change order relates to the adjustment of Contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 8-1.07, "Liquidated Damages."

Proposed Contract change orders may be presented to the Contractor for consideration prior to authorization by the Water Distribution Superintendent. If the Contractor signifies

acceptance of the terms and conditions of the proposed Contract change order by executing the document and if the Contract change order is accepted by the Water Distribution Superintendent and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. An accepted Contract change order shall supersede a proposed, but unaccepted, Contract change order covering the same work.

The Water Distribution Superintendent may provide for an adjustment of compensation as to a Contract item of work included in a Contract change order determined as provided in Section 4-1.03D, if that item of work is eligible for an adjustment of compensation thereunder.

Change orders shall be in the form provided by City of Vallejo in the Contract Documents.

4-1.03B (NOT USED)

4-1.03C (NOT USED)

4-1.03D EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Water Distribution Superintendent that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. In the event portions of this work are determined by the Water Distribution Superintendent to be covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or Specifications.

The Contractor shall do the extra work and furnish all labor, material and equipment therefor upon receipt of an accepted Contract change order or other written order of the Water Distribution Superintendent, and in the absence of an accepted Contract change order or other written order of the Water Distribution Superintendent the Contractor shall not be entitled to payment for the extra work.

Payment for extra work required to be performed pursuant to the provisions in this Section 4-1.03D, in the absence of an executed Contract change order, will be made by force account as provided in Section 9-1.03; or as agreed to by the Contractor and the Water Distribution Superintendent.

4-1.04 DETOURS

The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Contract Documents or as directed by the Water Distribution Superintendent. Payment for this work will be made as set forth in the Contract Documents or at the Contract prices for the items of work involved if the work being performed is covered by Contract items of work and no other method of payment therefor is provided in the special provisions, otherwise the work will be paid for as extra work as provided in Section 4-1.03D.

The cost of repairing damage to detours caused by public traffic will be paid for as extra work as provided in Section 4-1.03D.

When public traffic is routed through the work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this work shall conform to and be paid for as provided in Section 7-1.08, "Public Convenience," unless otherwise specified in the Specifications..

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until the detours are in satisfactory condition for use by public traffic.

Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult or costly, the Water Distribution Superintendent shall have authority to regulate the Contractor's hauling over the detour.

#### 4-1.05 USE OF MATERIALS FOUND ON THE WORK

Unless designated as selected material as provided in these Specifications, the Contractor, with the acceptance of the Water Distribution Superintendent, may use in the proposed construction such stone, gravel, sand or other material suitable in the opinion of the Water Distribution Superintendent as may be found in excavation. The Contractor will be paid for the excavation of those materials at the Contract price for the excavation, but the Contractor shall replace at the Contractor's expense with other suitable material all of that portion of the material so removed and used which was contemplated for use in the work, except that the Contractor need not replace, at the Contractor's expense, any material obtained from structure excavation used as structure backfill. No charge for materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the highway location that is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Water Distribution Superintendent.

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## **SECTION 5: CONTROL OF WORK**

### **5-1.01 AUTHORITY OF WATER DISTRIBUTION SUPERINTENDENT**

The Water Distribution Superintendent shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Water Distribution Superintendent's decision shall be final, and the Water Distribution Superintendent shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly.

### **5-1.02 PLANS AND WORKING DRAWINGS**

The Contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract plans shall be in writing.

The Contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working drawing after it has been accepted by the Water Distribution Superintendent.

Working drawings for any part of the permanent work shall include, but not be limited to stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the Specifications.

Working drawings for cribs, cofferdams, falsework, temporary support systems, haul bridges, centering and form work and for other temporary work and methods of construction the Contractor proposes to use, shall be submitted when required by the Contract Documents or ordered by the Water Distribution Superintendent. Working drawings shall be subject to City of Vallejo review insofar as the details affect the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

Working drawings shall be reviewed by the Water Distribution Superintendent before any work involving the drawings is performed. It is expressly understood that review of the Contractor's working drawings shall not relieve the Contractor of any responsibility under the Contract for the successful completion of the work in conformity with the requirements of the plans and Specifications. Review of working drawings shall not operate to waive any of the requirements of the plans and Specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the review.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the Contract items of work to which the drawings relate and no additional compensation will be allowed therefor.

#### 5-1.02A TRENCH EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.01E, "Trench Safety." Excavation for any trench 1.5 m {5 feet} or more in depth shall not begin until the Contractor has prepared detailed plans for worker protection from the hazards of caving ground during the excavation of that trench. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least 3 weeks before the Contractor intends to begin excavation for the trench.

#### 5-1.03 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Contractor's work and materials shall strictly conform to the lines, grades, typical cross sections, dimensions and material requirements, including tolerances, required in the Contract Documents. Although measurement, sampling and testing may be considered evidence as to conformity, the Water Distribution Superintendent shall be the sole judge as to whether the work or materials deviate from the plans and Specifications, and the Water Distribution Superintendent's decision as to any allowable deviations therefrom shall be final.

#### 5-1.04 COORDINATION AND INTERPRETATION OF PLANS, SPECIFICATIONS AND STANDARD SPECIFICATIONS

These project plans, Specifications, special provisions, Contract change orders and all supplementary documents are essential parts of the Contract, and a requirement occurring in one Contract Document is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In the event of a conflict between the project plans, Specifications or special provisions, and Standard Plans and Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, 2010 edition, City of Vallejo Standard Specifications and Standard Plans, December 2011 edition, or Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007, the project plans, and Specifications shall control. Project plans shall govern over Standard Plans; Standard Plans and project plans shall govern over the Standard Specifications; and the special provisions shall govern over both the Standard Specifications and the project

plans. The specific shall control over the general.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply in writing to the Water Distribution Superintendent for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference in writing shall be made to the Water Distribution Superintendent, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

#### 5-1.05A ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

#### 5-1.05B HOURS OF WORK

Regular working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays observed by the City. No work outside of the regular working hours shall be done unless previously requested by the Contractor in writing and approved by the Water Distribution Superintendent in writing. Contractor is subject to reimbursing the City for the costs of providing inspection outside of regular working hours.

#### 5-1.06 SUPERINTENDENCE

The Contractor shall designate in writing before starting work, an authorized representative who shall act as Superintendent and have the authority to represent and act for the Contractor. The Superintendent shall have responsibility for overall project operations and shall not be a "working foreman."

When the Contractor is comprised of 2 or more persons, firms, partnerships or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall serve as the Superintendent. And shall have the authority to represent and act for the Contractor.

The Superintendent shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Water Distribution Superintendent shall be made for any emergency work which may be required.

Whenever the Contractor or the Contractor's Superintendent is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Water Distribution Superintendent, which shall be received and obeyed by the foreman or other individual who may have charge of the particular work in reference to which the orders are given.

Any order given by the Water Distribution Superintendent, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Water Distribution Superintendent in writing.

#### 5-1.07 LINES AND GRADES

Stakes or marks for horizontal and vertical control will be set by the Water Distribution Superintendent as the Water Distribution Superintendent determines to be necessary to establish the lines and grades required for the completion of the work specified in these Contract Documents.

When the Contractor requires the stakes or marks, the Contractor shall notify the Water Distribution Superintendent of the requirements in writing a reasonable length of time in advance of starting operations that require the stakes or marks. In no event, shall a notice of less than 2 working days be considered a reasonable length of time.

Stakes and marks set by the Water Distribution Superintendent shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks. This charge will be deducted from any moneys due or to become due the Contractor.

#### 5-1.08 INSPECTION

The Water Distribution Superintendent shall, at all times, have safe access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to the Water Distribution Superintendent's inspection.

Neither the inspection by an inspector, City of Vallejo, Water Distribution Superintendent, nor any measurement, approved or unapproved modification, Submittals, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the City of Vallejo or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the State or Federal agency involved, or their authorized representative.

#### 5-1.09 REMOVAL OF REJECTED AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Water Distribution Superintendent, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Water Distribution Superintendent, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Water Distribution Superintendent unauthorized work shall be remedied, removed or replaced at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Water Distribution Superintendent made under this Section 5-1.09, the City of Vallejo may cause rejected or unauthorized work to be remedied, removed or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

#### 5-1.10 EQUIPMENT AND PLANTS

Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

Plants shall be designed and constructed in accordance with general practice for the equipment and shall be of sufficient capacity to ensure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Water Distribution Superintendent shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The Contractor shall identify each piece of equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Water Distribution Superintendent a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross mass of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross mass shall be either the manufacturer's rated mass or the scale weight, expressed in metric units {United States Standard Measures}.

The make, model, serial number and manufacturer's rated capacity in metric units {United States Standard Measures} for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked. Upon request of the Water Distribution Superintendent, the Contractor shall furnish a statement by the manufacturer, designating sectional and weighbridge capacities of portable vehicle scales.

#### 5-1.11 ALTERNATIVE EQUIPMENT

While certain of the Contract Documents may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Water Distribution Superintendent to use equipment of a different size or type in place of the equipment specified.

The Water Distribution Superintendent, before considering or granting the request, may require the Contractor to furnish, at the Contractor's expense, evidence satisfactory to the Water Distribution Superintendent that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

If permission is granted by the Water Distribution Superintendent, it shall be understood that the permission is granted for the purpose of testing the quality of work actually produced by the equipment and is subject to continuous attainment of results which, in the opinion of the Water Distribution Superintendent, are equal to, or better than, that which can be obtained with the equipment specified. The Water Distribution Superintendent shall have the right to withdraw permission at any time that the Water Distribution Superintendent determines that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of permission by the Water Distribution Superintendent, the Contractor will be required to use the equipment originally specified and shall, in accordance with the directions of the Water Distribution Superintendent, remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment.

The Contractor shall not have any claim against the City of Vallejo for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of the permission.

Permission to use alternative equipment in place of equipment specified will only be granted where the equipment is new or improved and its use is deemed by the Water Distribution Superintendent to be in furtherance of the purposes of this Section 5-1.11. The permission for use of particular equipment on any project shall in no way be considered as permission of the use of the equipment on any other project.

Nothing in this Section 5-1.11 shall relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in the Contract Documents

#### 5-1.12 ALTERNATIVE METHODS OF CONSTRUCTION

Whenever the plans or Specifications provide that more than one specified method of

construction or more than one specified type of material or construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to the Contractor, it is understood that the City of Vallejo does not guarantee that every or any specified method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the Contract price paid for the item of work involved and no additional compensation will be allowed therefor.

#### 5-1.13 DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Contractor shall promptly notify the Water Distribution Superintendent in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Water Distribution Superintendent will investigate the conditions, and if the Water Distribution Superintendent determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Water Distribution Superintendent will notify the Contractor of the Water Distribution Superintendent's determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. Contractor agrees that failure to provide written notice to Water Distribution Superintendent as required herein, or failure to otherwise abide by this Section, shall be a waiver by Contractor of any claim, demand, compensation or adjustment in the Contract time or working days.

No Contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any Contract adjustment warranted due to differing site conditions will be made in conformance with the provisions in Section 4-1.03, "Changes," except as otherwise provided.

#### 5-1.14 CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor shall appear to the Water

Distribution Superintendent to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Water Distribution Superintendent, and that person shall not again be employed on the work.

#### 5-1.15 FINAL INSPECTION

When the work has been completed, the Water Distribution Superintendent will make the final inspection.

#### 5-1.16 MEANS AND METHODS

City of Vallejo will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility.

The City of Vallejo or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with City of Vallejo in all operations which coincide with other work being performed, and provide City of Vallejo with such scheduling and other information as may be required by City of Vallejo to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the City of Vallejo, causing delays or hindrance to each other, shall be referred to the Water Distribution Superintendent for resolution.

The City of Vallejo shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.



## SECTION 6: CONTROL OF MATERIALS

### 6-1 GENERAL

#### 6-1.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Specifications to be furnished by the City of Vallejo and materials furnished by the City of Vallejo in conformance with the provisions in Section 9-1.03, "Force Account Payment."

Only materials conforming to the requirements of the Contract Documents shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in the Contract Documents. The materials shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the plans and Specifications.

Materials to be used in the work will be subject to inspection and tests by the Water Distribution Superintendent or the Water Distribution Superintendent's designated representative. The Contractor shall furnish without charge such samples as may be required.

The Contractor shall furnish the Water Distribution Superintendent a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a form acceptable to the Water Distribution Superintendent and shall be furnished to the Water Distribution Superintendent in sufficient time to permit inspecting and testing of materials to be furnished to the listed sources in advance of their use. The Water Distribution Superintendent may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Water Distribution Superintendent is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Water Distribution Superintendent or the Water Distribution Superintendent's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the City of Vallejo shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Water Distribution Superintendent before acceptance of the Contract.

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

#### 6-1.02 CITY FURNISHED MATERIALS

Materials which are listed as City of Vallejo-furnished materials in the special provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Water Distribution Superintendent for the delivery of City of Vallejo-furnished material at least 15 days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The City of Vallejo-furnished materials will be available to the Contractor free of charge will be designated in the special provisions. In those cases the materials shall be hauled to the site of the work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. All costs of handling and placing City of Vallejo-furnished material shall be considered as included in the price paid for the Contract item involving the City of Vallejo-furnished material.

The Contractor shall be responsible for all City of Vallejo-furnished materials furnished to the Contractor, and shall pay all demurrage and storage charges. City of Vallejo-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the City of Vallejo for the cost of replacing City of Vallejo-furnished material, and those costs may be deducted from any moneys due or to become due the Contractor. All City of Vallejo-furnished material that is not used on the work shall remain the property of the City of Vallejo and shall be delivered to the Water Distribution Superintendent's designated location at no cost to the City.

#### 6-1.03 STORAGE OF MATERIALS

Articles or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

#### 6-1.04 DEFECTIVE MATERIALS

All materials which the Water Distribution Superintendent has determined do not strictly conform to the requirements of the Contract Documents will be rejected whether in place or not. The rejected materials shall be removed immediately from the site of the work, unless otherwise permitted in writing by the Water Distribution Superintendent. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless authorization in writing has been given by the Water Distribution Superintendent. Upon failure of the Contractor to comply promptly with any order of the Water Distribution Superintendent made under the provisions in this section, the Water Distribution Superintendent shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the City of Vallejo agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Contract Change Order or otherwise reimburse City of Vallejo in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the City of Vallejo will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the City of Vallejo's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the City of Vallejo's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

Re-examination of any work may be ordered by the Water Distribution Superintendent, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

#### 6-1.05 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the Contract Documents, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalogue information. The use of an alternative article or material which is of equal or superior quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, and the Contractor shall furnish all information necessary as required by the Water Distribution Superintendent. The Water Distribution Superintendent shall be the sole judge as to the quality and suitability of alternative articles or materials, and the Water Distribution Superintendent's decision shall be final.

Whenever the Contract Documents permit the substitution of a similar or equivalent material or article, no tests or action relating to the acceptance of the substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Request for such substitution shall be made in writing by the Contractor within thirty (30) days of the Notice to Proceed. Failure by the Contractor to request substitution within thirty (30) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are authorized in writing by the Water Distribution Superintendent, no deviations from the specifications shall be allowed.

#### 6-1.06 PLANT INSPECTION

The Water Distribution Superintendent may inspect the production of material or the manufacture of products at the source of supply.

Plant inspection, however, will not be undertaken until the Water Distribution Superintendent is assured of the cooperation and assistance of both the Contractor and the material producer. The Water Distribution Superintendent or the Water Distribution Superintendent's authorized representative shall have free entry at all times to those parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City of Vallejo assumes no obligation to inspect materials at the source of supply.

#### 6-1.07 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished prior to the use of any materials for which the Contract Documents require that a certificate be furnished. In addition, when so authorized in the Contract Documents, the Water Distribution Superintendent may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract Documents. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

The City of Vallejo reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Water Distribution Superintendent.

#### 6-1.08 FOREIGN MATERIALS

Materials which are manufactured, produced or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise required in the Contract Documents, where they shall be retained for a sufficient period of time to permit inspection, sampling and testing.

Attention is directed to the provisions in Section 8-1.07, "Liquidated Damages." The Contractor shall not be entitled to an extension of time for acts or events occurring outside of the United States, and it shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into the continental United States in sufficient time to permit timely delivery to the job site.

The Contractor, at no cost to the City of Vallejo, shall supply the facilities and arrange for any testing required in California which the City of Vallejo is not equipped to perform. All

testing by the Contractor shall be subject to witnessing by the Water Distribution Superintendent.

The manufacturer, producer or fabricator of foreign material shall furnish to the Water Distribution Superintendent a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in the Contract Documents or otherwise requested by the Water Distribution Superintendent.

If the welding of steel for structural steel members or the casting and prestressing of precast, prestressed concrete members is to be performed outside of the United States, the following requirements shall apply:

- A. The fabrication shall be performed only within the plants and by fabricators who have previously established, to the satisfaction of the Water Distribution Superintendent, that they have the experience, knowledge, trained manpower, quality controls, equipment and other facilities required to produce the quality and quantity of work required. At the option of the Water Distribution Superintendent, prequalification of the plant and fabricator will be established either by the submission of detailed written proof thereof or through in-plant inspection by the Water Distribution Superintendent or the Water Distribution Superintendent's representative, or both.
- B. The Contractor shall make written application to the Water Distribution Superintendent for acceptance for the foreign fabrication at the earliest possible time and in no case later than 50 days in advance of the planned start of fabrication. The application shall list the specific units or portion of a work which will be fabricated outside of the United States.
- C. The Contractor shall advise the Water Distribution Superintendent, in writing, at least 20 days in advance of the actual start of any of the foreign fabrication.
- D. All documents pertaining to the Contract, including but not limited to, correspondence, bid documents, working drawings and data shall be written in the English language and all numerical data shall use the International System of Units (SI) {United States Standard Measures} for measurement.

The use of steel manufactured outside of the United States as unidentified stock material, as provided in Section 55-2.07, "Unidentified Stock Material," will not be allowed.

#### 6-1.09 STATE SPECIFICATION NUMBERS

The State Specification number of material furnished on the Contract shall conform to the number specified in these Specifications or the special provisions for the material involved, except that material conforming to a later specification issue will be acceptable.

## 6-2 LOCAL MATERIALS

### 6-2.01 GENERAL

Local material is rock, sand, gravel, earth or other mineral material, other than local borrow or selected material, obtained or produced from sources in the vicinity of the work specifically for use on the project. Local material does not include materials obtained from established commercial sources.

Local materials shall be furnished by the Contractor from any source the Contractor may elect, except that when mandatory local material sources of certain materials are designated in the Contract Documents, the Contractor shall furnish material from those designated mandatory sources.

The Contractor shall be responsible for making all arrangements necessary to obtain materials from any local material source other than a mandatory local material source. If the Contractor elects to obtain materials from a possible local material source, subject to the provisions in Section 6-2.02, "Possible Local Material Sources," the Contractor shall comply with the requirements of that section. If the Contractor elects to obtain material from any other non-mandatory source, the Contractor shall furnish the Water Distribution Superintendent with satisfactory evidence that the Contractor has entered into an agreement with the property owner for obtaining material from that source and with copies of any necessary permits, licenses and environmental clearances before removing any material from those sources.

The furnishing of local materials from any source is subject to the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," and in Section 6-2, "Local Materials."

Unless described in the Contract Documents as a mandatory local material source, or authorized in writing by the Water Distribution Superintendent, material sources shall not be excavated at locations where the resulting scars will present an unsightly appearance from any highway. No payment will be made for material obtained in violation of this provision.

The Contractor shall, at the Contractor's expense, make any arrangements necessary for hauling over local public and private roads from any source.

When requested by the Contractor in writing, the City of Vallejo will test materials from any local material source, which has not been previously tested, at Contractor's cost and expense.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in conforming to the provisions in this Section 6-2.01, for furnishing and producing materials from any source shall be considered as included in the price paid for the Contract item of work involving the material and no additional compensation will be allowed therefor.

## 6-2.02 POSSIBLE LOCAL MATERIAL SOURCES

Where the City of Vallejo has made arrangements with owners of land in the vicinity of a project for the obtaining of material from an owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to obtain material from that property. Bidders or Contractors may, upon written request, inspect the documents evidencing those arrangements between property owners and the City of Vallejo. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Arrangements made by the City of Vallejo are not a part of the Contract, and it is expressly understood and agreed that the City of Vallejo assumes no responsibility to the Bidder or Contractor whatsoever in respect to the arrangements made with the property owner to obtain materials therefrom and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quality or quantity of materials that can be obtained or produced from the property or the type or extent of processing that may be required in order to produce material conforming to the requirements of the Contract Documents.

In those instances in which the City of Vallejo has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation may include the documents setting forth the arrangement made with some of the property owners for the obtaining of material from those owners' properties. The inclusion of these documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-2.02 concerning the documents.

All necessary permits, licenses and environmental clearances needed to enable the Contractor to use a possible local material source for which the "Materials Information" compilation for the project does not include permits, licenses and environmental clearances issued to the City of Vallejo (whether or not the arrangement made by the City of Vallejo with the owner of the property is included in the compilation) shall be obtained by the Contractor, and copies thereof shall be furnished the Water Distribution Superintendent before any material is removed from the source.

The Bidder and Contractor shall make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quality and quantity of materials available from the property, the type and extent of processing that may be required in order to produce material conforming to the requirements of the Contract Documents and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to obtain materials from any such property owner's property, no material may be obtained from the property unless the Contractor has first either:

- A. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City of Vallejo and the property owner, or
- B. Entered into an agreement with the owner of the material source on any terms mutually agreeable to the owner and the Contractor, provided that the Contractor shall furnish to the Water Distribution Superintendent a release, in a form satisfactory to the Water Distribution Superintendent, executed by the owner, relieving the City of Vallejo of any and all obligations under the City of Vallejo's arrangement with the owner.

If the Contractor elects to obtain material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City of Vallejo, and the Contractor shall pay the charges as are provided for in the arrangement made by the City of Vallejo with the property owner. Deductions will be made from any moneys due or that may become due the Contractor under the Contract sufficient to cover the charges for the material removed.

If the Contractor elects to obtain material under (2), the Contractor shall pay the charges as are provided for in the agreement between the owner and the Contractor, and deductions will not be made from any moneys due or that may become due the Contractor under the Contract to cover the charges.

Before acceptance of the Contract, the Water Distribution Superintendent may require the Contractor to submit written evidence that the owner of the material source is satisfied that the Contractor has satisfactorily complied with the provisions of either— (1), the arrangement between the City of Vallejo and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and producing specified materials from possible local material sources, including the construction of any access roads or fences and any clearing, grubbing and stripping of material sources, and all processing of whatever nature and extent required, shall be considered as included in the price paid for the Contract item of work involving the material and no additional compensation will be allowed therefor.

#### 6-2.03 MANDATORY LOCAL MATERIAL SOURCES

The Contractor shall perform all work required to obtain and produce acceptable materials from the mandatory local material sources designated in the Contract Documents and shall have no right to obtain the materials from any other source or sources. As part of the work in producing acceptable materials from the mandatory sources, it will be necessary for the Contractor to perform certain processing of the material as set forth in the Contract Documents. Any processing of the material required in addition to that specified in the Contract Documents which, in the opinion of the Water Distribution



Superintendent, is necessary to produce acceptable material from the mandatory sources will be paid for as extra work as provided in Section 4-1.03D.

If the Water Distribution Superintendent determines that the designated mandatory local material source or sources are no longer to be used because they are exhausted or for other reasons, the Water Distribution Superintendent will designate an alternative mandatory local material source or sources from which the Contractor shall obtain the balance of the material required.

In this case the City of Vallejo will pay the Contractor for the cost of moving the Contractor's plant to the new mandatory source and erecting the plant as extra work as provided in Section 4-1.03D. Construction of access roads, fences, clearing and grubbing or stripping of the new mandatory source, ordered by the Water Distribution Superintendent to be performed, will be paid for as extra work as provided in Section 4-1.03D. The City of Vallejo will also allow or deduct, as the case may be, the increase or decrease in haul cost due to an increase or decrease in the length of haul involved. Increased haul costs will be paid for as extra work as provided in Section 4-1.03D, and deductions for decreased haul will be determined in the same manner. No allowance or additional compensation will be made for lost time or for delay in completing the work due to moving the Contractor's plant from the designated mandatory source to the alternative mandatory source, other than an extension of time pursuant to the provisions in Section 8-1.07, "Liquidated Damages." Any processing of the material required in addition to that specified in the special provisions for the originally designated mandatory source which, in the opinion of the Water Distribution Superintendent, is necessary to produce acceptable material from the alternative mandatory source will be paid for as extra work as provided in Section 4-1.03D. The Contractor will be charged the same royalty as provided in the special provisions for the original designated mandatory local material source.

The Contractor shall, prior to entering a mandatory local material source or an alternative mandatory local material source, execute a document that will guarantee to hold the owner of the property harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises. The document will be prepared by the Water Distribution Superintendent for execution by the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in obtaining and producing specified materials from mandatory sources, including the construction of any access roads or fences and any clearing, grubbing and stripping of mandatory local material sources, except as otherwise provided for in this Section 6-2.03, shall be considered as included in the price paid for the Contract item of work involving the material and no additional compensation will be allowed therefor.

### 6-3 TESTING

6-3.01 GENERAL

All materials incorporated in the project shall meet the requirements of tests specified in the Standard Specifications and other minimum requirements specified herein or in the Contract documents.

The Contractor shall furnish written laboratory reports from a reputable testing or inspection agency, or written certification from the manufacturer as to compliance with the Specifications as to the composition, durability and performance of the all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal. Reference is made to the technical specifications Section D for specific instructions.

These reports on any material must be submitted to the Water Distribution Superintendent in writing and approved by the Water Distribution Superintendent before incorporating that material in the work. All materials shall be adequately identified by tags or other means as that material which has been tested and approved. Lack of proper identification shall be considered adequate cause for rejection of any material, which cannot be properly inspected on the job.

The City reserves the right to make such additional inspections or tests as it may require prior to acceptance of any materials, and also reserves the right to reject any material previously approved because of serious defects or damage discovered subsequent to such acceptance. Any material rejected by the City shall immediately be removed from the job site, and no payment will be allowed therefor.

The Contractor shall bear the expense for all unsatisfactory tests and deductions will be made from any moneys due or to become due the Contractor, sufficient to cover the cost of the tests.

Unless otherwise specified, all tests shall be performed in accordance with the methods used by the City of Vallejo Water Department and shall be made by the Water Distribution Superintendent or the Water Distribution Superintendent's designated representative.

The State of California has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Specifications as California Test. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever the Specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301

Grading (Sieve Analysis)	202
Durability Index	229

Whenever a reference is made in the Specifications to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.

Whenever the Specifications provide an option between 2 or more tests, the Water Distribution Superintendent will determine the test to be used.

Whenever a reference is made in the Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Notice to Contractors for the work is dated. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Water Distribution Superintendent. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in Section 6, "Control of Materials," and shall not constitute a waiver of the City of Vallejo's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Water Distribution Superintendent may, at the Water Distribution Superintendent's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Water Distribution Superintendent. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-2.07, "Unidentified Stock Material."

When requested by the Water Distribution Superintendent, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to acceptance by the Water Distribution Superintendent, except as provided in Section 6-1.07, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Water Distribution Superintendent; otherwise, the samples will not be considered for testing.

### 6-3.02 TESTING BY CONTRACTOR

The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Water Distribution Superintendent upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Water Distribution Superintendent shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

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## **SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY**

### **7-1.01 LAWS TO BE OBSERVED**

The Contractor shall keep fully informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City of Vallejo, and all officers and employees thereof connected with the work, including but not limited to the Director and the Water Distribution Superintendent, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the Contract Documents for the work in relation to any law, ordinance, regulation, order or decree, each Bidder and the Contractor shall forthwith report the same to the Water Distribution Superintendent in writing.

#### **7-1.01A LABOR CODE REQUIREMENTS**

Attention is directed to the following requirements of the Labor Code:

##### **7-1.01A(1) HOURS OF LABOR**

Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, \$25 for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

##### **7-1.01A(2) PREVAILING WAGE**

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the City of Vallejo or political subdivision on whose behalf the Contract is made or awarded a penalty of not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The

amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

- A. The Contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
- B. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
- C. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
- D. Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City of Vallejo did not retain sufficient money under the Contract to pay those

employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City of Vallejo. These moneys shall be retained by the City of Vallejo pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City of Vallejo has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

General prevailing wage rates are also available from the California State Department of Industrial Relations' Internet Web Site at:

<http://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.

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



#### 7-1.01A(2)(A) TRAVEL AND SUBSISTENCE PAYMENTS

Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

Full compensation for conforming to the requirement of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

#### 7-1.01A(3) PAYROLL RECORDS

Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

- A. Each Contractor and subcontractor shall 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - 1. The information contained in the payroll record is true and correct.
  - 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
  
- B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
  - D. A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
  - E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated.
  - F. The Contractor shall inform the body awarding the Contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  - G. The Contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section."

The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the City of Vallejo or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City of Vallejo may retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

#### 7-1.01A(4) LABOR NONDISCRIMINATION

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### NONDISCRIMINATION CLAUSE

"During the performance of this Contract, Contractor and its SUBCONTRACTORS shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and

SUBCONTRACTORS shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its SUBCONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.”

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

#### 7-1.01A(5) APPRENTICES

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works Contract. Responsibility for compliance with this section lies with the Contractor.

It is City of Vallejo policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

- A. Only registered apprentices within a written agreement in an approved apprentice-training program providing no less than 2,000 hours of continuous employment and education are eligible for employment on public works (in compliance with Labor Section 3077).
- B. A contractor is no longer required to submit Form DAS-7, but must submit award information to the local applicable joint apprenticeship committee. The award information must include:
  - an estimate of the journeyman hours;
  - the number of apprentices to be employed; and
  - the approximate dates of apprentice employment.
- C. The minimum statutory 1:5 hourly ratio of work stipulates that no less than one hour of apprentice work for every five hours of journeyman labor on any day of work. (Any journeyman work performed beyond 8 hours per day or 40 hours per

week shall not be used to calculate the hourly ratio).

This section shall not apply to specialty contractors or general contractors whose contracts involve less than Thirty Thousand Dollars (\$30,000.00) or 20 working days.

The Division of Apprenticeship Standards may grant a certificate exempting the contractor from the minimum 1:5 hourly ratios under any one of the following:

Unemployment exceeds an average of 15% in the area for the previous 3-month period;

The number of apprentices in training in such area exceeds a ratio of 1:5;

The apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either locally or statewide;

The specific task would jeopardize the apprentice's life or public safety or no training can be provided to an apprentice by a journeyman for the specific task.

- D. Apprentices employed on public works projects can only be assigned to perform work of the craft or trade to which the apprentice is registered.
- E. All contractors with employees in any apprentice able occupation, regardless of the actual employment of journeymen or apprentices for the awarded public work, must either contribute to the local training trust fund or to the California Apprenticeship Council, P.O. Box 603, San Francisco, CA 94101 (as set forth in Section 227).
- F. All violations of Section 1777.5 shall pay a civil penalty of Fifty Dollars (\$50.00) for each calendar day of noncompliance.

All willful violations of Section 1777.5 shall pay the \$50.00 fine for each calendar day of noncompliance and shall be denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and up to three years for any additional violations.

Compliance disputes arising under Section 177.5 shall be adjudicated under 8 California Code of Regulations, Article 1.

- G. Within five (5) days of a public works contract award, the awarding agency must send a copy of the award to the Division of Apprenticeship Standards under Section 1773.3.

Within five (5) days of finding any discrepancy regarding the hourly ratio of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

H. The Contractor shall be responsible for compliance for all apprentice able occupations within these sections.

#### 7-1.01A(6) WORKERS' COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Water Distribution Superintendent a certification in the following form:

"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 of this Contract."

This certification is incorporated in the Contract by reference, and signature and return of the Contract as provided in Section 3-1.03, "Execution of Contract," shall constitute signing and filing of the certificate.

#### 7-1.01A(7) SUITS TO RECOVER PENALTIES AND FORFEITURES

Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or Contract provisions based on those laws.

Those sections provide that a suit on the Contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the Contract and the formal acceptance of the job.

#### 7-1.01B FAIR LABOR STANDARDS ACT

The attention of Bidders is invited to the fact that the City of Vallejo has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in highway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).

#### 7-1.01C CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. Contractor shall be properly licensed at all times during the performance of the work and performance of the Contract.

All Bidders and Contractors shall be licensed in accordance with the laws of this State

and any bidder or Contractor not so licensed is subject to the penalties imposed by those laws.

Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

#### 7-1.01D VEHICLE CODE

Pursuant to the authority contained in Vehicle Code Section 591, the City of Vallejo has determined that within those areas that are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Attention is directed to the statement in Vehicle Code Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

#### 7-1.01E TRENCH SAFETY

Attention is directed to the requirements in Section 6705 of the Labor Code concerning trench excavation safety plans.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, waste water, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, Section 1539, Permits and Section 1540 et seq., Excavation.

#### 7-1.01F AIR POLLUTION CONTROL

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

#### 7-1.01G WATER POLLUTION CONTROL

##### 7-1.01G(1) GENERAL

The intent of these requirements is to enforce federal, state, and other local agency regulation prohibiting storm water pollution from construction sites. The storm drain system discharges directly to creeks and the San Francisco Bay without treatment. Therefore, pollutant discharge into the storm drain system is strictly prohibited. Here pollutant discharge means any substance, material, or waste, and discharges NOT permitted under the National Pollutant Discharge Elimination System (NPDES) regulated by the State of California Regional Water Quality Control Board (RWQCB) or the United States Environmental Protection Agency (EPA) other than uncontaminated stormwater.

The Contractor shall conform to all applicable local, state and Federal regulations and laws pertaining to water pollution control. As applicable, the Contractor shall obtain Water Pollution Control Permits and file all documents including, but not limited to, the State of California Construction General Permit, Stormwater Pollution Prevention Plan. The Contractor shall conduct and schedule operations and follow and implement Best Management Practices (BMPs) in such a manner as to prevent water pollution. The Contractor shall also conform to the following requirements:

- 1) Sediments shall not be discharged to a storm drain system or receiving waters. In this subsection, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters and paved surfaces. In this subsection "receiving waters" shall include channels, watercourses, creeks, lakes, the Mare Island Strait, the Carquinez Strait, and the San Francisco Bay.
- 2) Sediments generated on the Work site shall be contained within the Work site using appropriate BMPs.
- 3) No construction-related materials, waste, spill or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters or adjacent property by wind or runoff.
- 4) Non-storm water runoff from equipment, vehicle washing or any other activity shall be contained within the Work site using appropriate BMPs.



- 5) Erosion shall be prevented. Erosion-susceptible slopes shall be covered, planted or otherwise protected in a way that prevents discharge from the Work site.

In this subsection, the term “storm drain system” shall include water conduits, storm drain inlets and other storm drain structures, street gutters and paved surfaces, channels, watercourses, creek, lakes, the estuary, and the San Francisco Bay.

The Water Distribution Superintendent will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program.

The City of Vallejo will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

Nothing in the terms of the Contract Documents nor in the provisions in this Section 7 1.01G Water Pollution Control shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

#### 7-1.01G(2) BEST MANAGEMENT PRACTICES (BMP)

For the purpose of eliminating stormwater pollution, the Contractor shall implement effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent pollutant discharge directly or indirectly into the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate stormwater pollution.

The Contractor shall implement and maintain such BMPs as are relevant to the work, and as are specifically required by the project plans or Specifications. The Contractor shall be responsible throughout the Contract duration for installing, constructing, inspecting, maintaining, removing and disposing of BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Water Distribution Superintendent, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work. Guidance for appropriate implementation of BMPs can be found in the 7-1.01G(5) Reference Publications, below.

#### 7-1.01G(3) STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

When so specified in the Specifications, or if so required by a jurisdictional regulatory agency, the Contractor shall prepare and submit a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall conform to the requirements specified in the Specifications

and those of the jurisdictional regulatory agency. The Notice of Intent will be filed by the City.

#### 7-1.01G(4) DEWATERING

Dewatering shall be performed by the Contractor when specifically required by the project plans or Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the Contractor or the Agency as specified in the Special Provisions. Accumulated water shall be treated prior to disposal if so specified in the Specifications or required by a permit. The contractor shall submit a working drawing and related supporting information detailing its proposed plan and methodology and treatment and disposal of accumulated water. To the maximum extent practical, the Contractor shall reuse non-toxic, de-silted water for other onsite needs, such as dust control and irrigation.

The plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the Contractor shall submit to the Water Distribution Superintendent written evidence of permission from the owner. If the proposed disposal location is a storm drain system or receiving body of water, the Contractor shall submit written evidence of permission from the owner of the storm drain system and, if not obtained by the City, original signed permits from jurisdictional regulatory agencies or written evidence that such permits are not required.

#### 7-1.01G(5) REFERENCE PUBLICATIONS

Reference publications are as follows:

1. California State Water Resources Control Board (SWRCB) Construction General Permit Order 2009-009-DWQ adopted on September 2, 2009. Available at: the following website:  
[http://www.swrcb.ca.gov/board\\_decisions/adopted\\_orders/water\\_quality/2012/wq\\_o2012\\_0006\\_dwq.pdf](http://www.swrcb.ca.gov/board_decisions/adopted_orders/water_quality/2012/wq_o2012_0006_dwq.pdf)
2. California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook. Available at: the following website:  
[www.casqa.org/resources/bmp-handbooks/construction](http://www.casqa.org/resources/bmp-handbooks/construction)
3. Erosion and Sediment Control Field Manual, San Francisco Regional Water Quality Control Board (SFRWQCB) Available from Friends of the San Francisco Estuary, 1515 Clay Street, Suite 1400, Oakland, CA 94612 (510) 622-2419 or (510) 622-2337. Available at: the following website:  
[www.abag.ca.gov/abag/overview/pub/erosion.html](http://www.abag.ca.gov/abag/overview/pub/erosion.html)

4. Manual of Standards for Erosion and Sediment Control Measures. Association of Bay Area Governments (ABAG.) Available from ABAG, 101 8th Street, Oakland, CA 94607, (510) 464-7900. Available at: the following website:  
[www.abag.ca.gov/abag/overview/pub/erosion.html](http://www.abag.ca.gov/abag/overview/pub/erosion.html)
5. CalTrans Stormwater Quality Handbooks. Available at: the following website:  
[www.dot.ca.gov/hq/construc/stormwater/CSBMPM\\_303\\_Final.pdf](http://www.dot.ca.gov/hq/construc/stormwater/CSBMPM_303_Final.pdf)

#### 7-1.01G(6) MATERIAL STORAGE

Storage and exposure of raw materials, by-products, finished products, and containers shall be controlled as described below:

1. All construction materials shall be stored at least ten feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm drain system. Measures shall be taken to maintain a neat and protected pile. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material excluding materials set aside for recycling and salvage. Materials set aside for recycling and salvage shall be delivered to the recycling station within five days.
2. Materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system require special storage. During wet weather or when rain is forecast, the Contractor shall store such materials inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.
3. The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state and local standards and requirements.

#### 7-1.01G(7) PAVEMENT SAW CUTTING OPERATIONS

The Contractor shall prevent any saw cutting debris from entering the storm drain system. The Contractor shall preferably use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate, as approved by the Water Distribution Superintendent, if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area, create a safety hazard, or does not create standing water that remains longer than 72 hours. If the Water Distribution Superintendent approves, the Contractor may direct or pump saw cutting wastewater to a dirt area for infiltration. This dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw cutting residue must be removed and disposed of properly.

With the approval of Vallejo Sanitation and Flood Control District (VSFCD) and the Water

Distribution Superintendent, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the Water Distribution Superintendent's approval the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging this wastewater to the storm drain.

#### 7-1.01G(8) PAVEMENT OPERATIONS

The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing the following Best Management Practices:

- a. No paving during wet weather.
- b. Store materials as required by 7-1.01G(6) Material Storage,
- c. Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.
- d. Place drip pans or absorbent materials under paving equipment when not in use. During wet weather store contaminated paving equipment indoors or cover with tarp or other waterproof covering.
- e. Sweep work site daily to prevent sand, gravel or excess asphalt from entering, or being transported by rain, into the storm drain system.
- f. Keep ample supplies of drip pans or absorbent materials on-site.
- g. If paving involves Portland cement concrete, refer to 7-1.01G(6) Material Storage.

#### 7-1.01G(9) CONCRETE OPERATIONS

The Contractor shall prevent pollutant discharge from concrete operations by using measures to prevent run-on and runoff pollution, by properly disposing of wastes, and by implementing the following BMPs:

- a. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
- b. Avoid mixing excess amounts of Portland cement materials.
- c. Do not wash out concrete trucks into storm drains, open ditches, streets, streams etc. Whenever possible, perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge to the storm drain system.

For on-site washout:

- i. Locate washout area at least 50 feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Prevent runoff from this area by constructing a temporary pit or bermed area large enough to store the liquid and solid waste.
  - ii. Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the water volume greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Otherwise, allow wash water to settle, then filter and pump it to the sanitary sewer with approval from VSFC and the Water Distribution Superintendent. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.
- d. Dispose of wastewater from exposed aggregate washing to a dirt area adequate to contain all the wastewater. Once the wastewater has infiltrated, remove any remaining residue. If a suitable dirt area is not available, filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging the wash water to the sanitary sewer with approval from VSFC and the Water Distribution Superintendent.
- e. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

#### 7-1.01G(10) GRADING AND EXCAVATION OPERATIONS

The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the SFRWQCB Erosion and Sediment Control Field Manual.

At a minimum, the Contractor shall install filter materials (such as sandbags, filter fabric, etc.) at storm drain inlet(s) located in and downstream of the project site. These materials must be in place between October 15 and April 15 and also when rain is forecast within 24 hours. The Contractor shall install filter materials or seal all surface inlet openings during the dry season or if there is potential for sediment or excavated material to be discharged to the storm drain system during the construction operation (e.g. sediments and debris tracked by construction vehicles, wind-blown or transported by other runoff). The storm drain inlets shall be sealed such that they can be opened in an emergency and unblocked at the end of each working day, so that no property is damaged as a result of accidents or overflows.

Sedimentation and erosion control/filter materials shall be placed in a manner to restrain

any debris or sediment from flowing into the storm drain system. Said materials or control devices shall also be maintained and/or replaced as necessary to ensure effective sediment control and to prevent flooding.

#### 7-1.01G(11) SPILL PREVENTION AND CONTROL

The Contractor shall take all precautions to prevent accidental spills during construction. However, in the event of a spill, the Contractor shall immediately contain any leaks/spills to prevent them from entering the storm drain system. The Contractor shall properly clean up and dispose of spilled wastes and resulting clean-up materials. If the spilled waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

- a. The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.
- b. The Contractor shall report any hazardous materials spill immediately to the Vallejo Fire Department, the Solano County Department of Resource Management Environmental Services Division Hazardous Materials Section and other state and local agencies as required by state and local regulations.

#### 7-1.01G(12) VEHICLE/EQUIPMENT CLEANING

The use of soaps, solvents, de-greasers, steam cleaning equipment or equivalent methods for vehicle or equipment cleaning on-site or in the street is not permitted. Vehicle or equipment may be cleaned only with water in a designated, bermed area of adequate size. Rinse water may not runoff site or into the storm drain system. The rinse-water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer with the approval of VSFCO and the Water Distribution Superintendent.

The Contractor shall dispose of wash water from the cleaning of water-based paint equipment and tools to the sanitary sewer.

When using oil-based paint the Contractor shall, to the maximum extent practicable, filter the paint thinner and solvents for reuse. Any waste thinner, solvent, and sludge from the cleaning of equipment and tools shall be disposed as hazardous waste.

#### 7-1.01G(13) CONTRACTOR TRAINING AND AWARENESS

The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall mark all new catch basins constructed as part of the project with storm drain markers with the logo "No Dumping: Drains to the Bay". Storm drain markers shall be approved by the Water Director.

#### 7-1.01G(14) GOOD HOUSEKEEPING PRACTICES

The Contractor shall implement the following applicable good housekeeping practices.

- a. Store all materials that have the potential to be transported to the storm drain system by storm runoff or by a spill under cover in a contained area or in sealed waterproof containers.
- b. Use ground tarps to collect fallen debris or splatters that could contribute to storm water pollution.
- c. Secure opened bags of cement, and other light materials or powders that can be transported by wind.
- d. Pick up litter, construction debris and other wastes daily from outside areas including the sidewalk area, gutter, street pavement and storm drains impacted by the project. Store all wastes in covered containers or dispose of immediately. Arrange for appropriate collection of those materials separated for recycling.
- e. Dispose of wash water to the sanitary sewer with the approval of VSFCDD and the Water Distribution Superintendent or recycle wash water. Refer to 7-1.01G(9) Concrete Operations.
- f. Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Use drip pans to catch leaks until repairs are made.
- g. Avoid spills by handling materials carefully. Keep a stockpile of spill materials, such as rags or absorbents, readily accessible on-site. Clean up all spills immediately to prevent any material from being discharged to the storm drain system. Refer to 7-1.01G(11) Spill Prevention and Control.
- h. Train employees regularly on good housekeeping practices and BMPs. Assign specific employees responsibility for BMPs, good housekeeping practices, and actions to take in the event of a spill. Refer to 7-1.01G(13) Contractor Training and Awareness.
- i. Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g. inspect all sediment ponds or sandbag sedimentation/filtering systems after each rain. Remove accumulated sediment and debris and replace or repair damaged sandbags immediately.)

#### 7-1.01G(15) PAYMENT

Unless otherwise specified in the Specifications, payment for implementation and maintenance of BMPs, implementing SWPPP measures and other work of this section (including dewatering) shall be deemed included in the price paid for associated contract

bid items, and no additional payment shall be made therefor.

#### 7-1.01G(16) ENFORCEMENT

Various sections of the Vallejo Municipal Code<sup>12.41</sup> enforce section 7.101G. City enforcement may include, but is not limited to: citations, abatement orders, bills for City cleanup costs and administration, civil suits, and criminal charges. City enforcement actions do not void or suspend any enforcement actions by other agencies. At a minimum, the Contractor shall implement the storm water Clean Water Program BMPs listed in 7-1.01G(1) General, or implement equally effective alternatives approved by the Water Distribution Superintendent on all projects within the City of Vallejo.

#### 7-1.01H USE OF PESTICIDES

The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, City of Vallejo Standard Specifications and all other agencies which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliant, desiccants, soil sterilants and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

#### 7-1.01I SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m. shall not exceed 50 dBA and between the hours of 7:00 a.m. and 9:00 p.m. shall not exceed 80 dBA at a distance of 50 feet.

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

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no



additional compensation will be allowed therefore.

#### 7-1.01J ASSIGNMENT OF ANTITRUST ACTIONS

The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

#### 7-1.02 LOAD LIMITATIONS

Unless expressly permitted in the special provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project, whether or not the area is subject to weight limitations under Section 7-1.01D, "Vehicle Code," except as hereinafter provided in this Section 7-1.02.

After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks

used to haul treated base, Portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 300 m {1,000 feet} ahead of spreading equipment except in locations where Specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by Specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Water Distribution Superintendent.

Within the limits of the project and subject to the control of the Water Distribution Superintendent, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Water Distribution Superintendent and shall repair any damage caused by the operations, the Contractor will be permitted to:

Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

Cross bridge structures that are not open to public traffic and which are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Water Distribution Superintendent the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:

*The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 12,700 kg {28,000 pounds} for single axles, (2) 21,700 kg {48,000 pounds} for tandem axles, nor (3) 27,200 kg {60,000 pounds} total gross load for single vehicles or 50,000 kg {110,000 pounds} total gross load for truck and trailer or semi-trailer combinations.*

The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers	
Spacing of Bridge Girders (center to center in meters {feet})	Maximum Axle Loading (in kilograms {pounds})
1.2 {4}	12,700 {28,000}
1.5 {5}	13,100 {29,000}

1.8 {6}	13,600 {30,000}
2.1 {7}	14,500 {32,000}
2.4 {8}	15,400 {34,000}
2.7 {9}	16,700 {37,000}
3.0 {10} and over	18,000 {40,000}
Minimum axle spacing: For 3-axle earthmovers Axles 1 to 2 = 2.4 m {8 feet} Axles 2 to 3 = 6.1 m {20 feet} For 2-axle earthmovers Axles 1 to 2 = 6.1 m {20 feet}	

Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public, in accordance with the limitations and conditions in the "Permit Policy" of the City of Vallejo of Transportation.

Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the plans. If the conditions are not set forth on the plans, the provisions in the first paragraph in this Section 7-1.02 will apply.

Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Contract, in order to facilitate the Contractor's own operations, the Contractor may request the Water Distribution Superintendent to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 59 000 kg {130,000 pounds} per single axle or pair of axles less than 2.4 m {8 feet} apart, or above 149 000 kg {330,000 pounds} total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Water Distribution Superintendent determines that strengthening the structure or structures will be permitted, the Water Distribution Superintendent will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Water Distribution Superintendent will prepare a change order providing for the agreed upon alterations.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the

statements in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

#### 7-1.03 PAYMENT OF TAXES

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City of Vallejo, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

#### 7-1.04 PERMITS AND LICENSES

The City will waive all required City of Vallejo permit fees for this project.

The Contractor and all subcontractors shall obtain and keep current for the duration of the project a City of Vallejo Business License.

The Contractor shall give all notices required by and comply with all laws, codes, ordinances and regulations. Before installing any work, the Contractor shall carefully examine the Contract Documents for compliance with all laws, codes, ordinances and regulations and shall immediately report any discrepancy to the Water Distribution Superintendent.

Should the Contractor proceed with the construction and/or install any utility variance, notwithstanding the fact that such installation is in compliance with the Contract Documents, or should the Contractor install any work not in compliance with all laws, codes, ordinances and regulations, the Contractor shall remove such work without cost to the City of Vallejo.

The Contractor shall commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this contract.

The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City of Vallejo has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act or any other authority, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.

#### 7-1.05 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City of Vallejo, the Director, the Water Distribution Superintendent, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

#### 7-1.06 SAFETY AND HEALTH PROVISIONS

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

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

Full compensation for conforming to the provisions in this section shall be considered as included in the Contract prices paid for the various items of work involved and no separate payment will be made therefor.

#### 7-1.07 (BLANK)

#### 7-1.08 PUBLIC CONVENIENCE

This Section 7-1.08 defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the Contractor's operations.

Attention is directed to Section 4-1.04, "Detours," for provisions relating to the passage of traffic around the work over detours.

Attention is directed to Section 7-1.09, "Public Safety," for provisions relating to the Contractor's responsibility for the safety of the public. The provisions in Section 7-1.09 are in addition to the provisions in this Section 7-1.08, and the Contractor will not be relieved of the responsibilities as set forth in Section 7-1.09 by reason of conformance with any of the provisions in this Section 7-1.08.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions in this Section 7-1.08 and Section 7-1.09.

In the event of a suspension of the work, attention is directed to Section 8-1.05, "Temporary Suspension of Work."

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Water Distribution Superintendent will determine which signs shall be covered. Except as otherwise provided for construction area signs in Section 12, "Construction Area Traffic Control Devices," furnishing, installing and removing covers will be paid for as extra work as provided in Section 4-1.03D.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Water Distribution Superintendent roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth and even condition for the

passage of public traffic as above provided, any work ordered by the Water Distribution Superintendent for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 4-1.03D. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.

While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress. Any shaping of shoulders or reshaping of subgrade necessary for the accommodation of public traffic thereon during subgrade preparation and paving operations will be paid for as extra work as provided in Section 4-1.03D.

Water or dust palliative shall be applied if ordered by the Water Distribution Superintendent for the alleviation or prevention of dust nuisance as provided in Section 10, "Dust Control."

The Contractor will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.

Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Water Distribution Superintendent so orders or may open it to use by public traffic if the Water Distribution Superintendent so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the Contract nor will the Contractor be relieved of cleanup and finishing operations.

Except as otherwise provided in this Section 7-1.08 or in the special provisions, full compensation for conforming to the provisions in this Section 7-1.08 shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

Contractor shall furnish, install and maintain all traffic warning and directional signs necessary to maintain the facility in a passable condition at all times. Traffic control shall meet the requirements of the latest State of California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones. The contractor shall submit a Traffic Control Plan for review and acceptance by the Water Distribution

Superintendent at the pre-construction meeting.

The Contractor shall designate in writing the name, address and telephone number of the employee and the superintendent to contact after working hours for the proper maintenance of barriers and signs.

Barricades of the flashing beacon variety shall be placed at each excavation site and left until the Water Distribution Superintendent deems there is no longer a hazard.

Full compensation for furnishing all flag persons necessary for the direction of public traffic either through or around the work shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

#### 7-1.09 PUBLIC SAFETY

It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to Section 7-1.12, "Indemnification and Insurance."

Attention is directed to Section 7-1.08, "Public Convenience," for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the Contractor's operations.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions of Section 7-1.08 and this Section 7-1.09.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City of Vallejo, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Contract Documents.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and payment therefor will be made as provided in Section 12-2.02, "Flagging Costs."

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area



signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Water Distribution Superintendent as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," and as provided in the special provisions.

The Contractor shall notify the Water Distribution Superintendent not less than 15 days before the anticipated start of each falsework and girder erection operation whenever the falsework or girders will reduce clearances available to public traffic.

Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 1.2 m {4 feet} beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated in conformance with the provisions in Section 86-6.11, "Falsework Lighting."

Where the height of vehicular openings through falsework is less than 4.6 m {15 feet}, a W34B "Vertical Clearance" sign shall be provided above each opening facing approaching traffic. The signs shall have black letters and numbers on an orange reflectorized background and shall be illuminated so that the signs are clearly visible. The minimum height of the letters and numbers shall be 150 mm {6 inches} and 250 mm {10 inches}, respectively.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public

traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Water Distribution Superintendent for review pursuant to Section 5-1.02, "Plans and Working Drawings." The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Water Distribution Superintendent has reviewed and accepted the drawings.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Water Distribution Superintendent may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Water Distribution Superintendent point out the inadequacy of warning devices and protective measures, that action on the part of the Water Distribution Superintendent shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities by extra work as provided in Section 7-1.08, "Public Convenience," or by Contract item as provided in Section 12, "Construction Area Traffic Control Devices," shall in no wise relieve the Contractor from the responsibility as provided in this Section 7-1.09.

Except as otherwise provided in this Section 7-1.09 or in the special provisions, full compensation for conforming to all of the provisions in this Section 7-1.09 shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

Construction on private property during overtime, weekend, holiday or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the Water Director.

No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

#### 7-1.10 USE OF EXPLOSIVES

Explosives shall not be used unless explicitly required in the Contract documents.

When explosives are used, the Contractor shall exercise the utmost care not to endanger life or property.

In advance of doing any blasting work within 60 m {200 feet} of any railroad's tracks or structures, the Contractor shall notify the railroad of the location, date, time and approximate duration of the blasting operations.

#### 7-1.11 PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.12, "Indemnification and Insurance," and to Section 8-1.10, "Utility and Non-Highway Facilities." Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Water Distribution Superintendent, the Contractor shall provide and install suitable safeguards, accepted by the Water Distribution Superintendent, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the Contract, if any of the objects are a part of the work being performed under the Contract. The Water Distribution Superintendent may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the Contract.

The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of the responsibility under Section 8-1.10, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

Any damage to private property caused by the Contractor and adjudged to be the responsibility of the Contractor by the Water Distribution Superintendent shall be rectified

to the satisfaction of the Water Distribution Superintendent within a reasonable time, depending upon the extent of the damage. Said reasonable time shall be as determined by the Water Distribution Superintendent, and if the condition is not rectified, the Water Distribution Superintendent shall have the power and authority to rectify said damage and the cost thereof to be paid for by the Contractor, either by direct payment to the City of Vallejo, or by deducting said amount from moneys due the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section 7-1.11, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

#### 7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the City of Vallejo and the requirements for insurance shall conform to the provisions in Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

#### 7-1.12A INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless City of Vallejo (including its inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

- A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, City of Vallejo, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, City of Vallejo, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
- B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
- C. Alleged infringement of any patent rights which may be brought arising out of Contractor's work;
- D. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- E. Contractor's failure to fulfill any of the covenants set forth in these Contract

Documents;

- F. Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
- G. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of City of Vallejo will not include indemnification for claims which arise as the result of the active negligence of City of Vallejo, or the sole negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to City, or for defects in design furnished by such persons.

#### 7-1.12B INSURANCE

Insurance shall conform to the following requirements: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or SUBCONTRACTORS. Such insurance shall not be construed to relieve the Contractor of any liability in excess of such coverage. The cost of such insurance shall be included in the Contractor's bid.

A.. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Comprehensive General Liability Insurance Services.
2. Automobile Liability insurance.
3. Umbrella/Excess Liability insurance.
4. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
5. Pollution Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence. **\$2,000,000** general aggregate for bodily injury, personal injury, and property damage including blanket contractual liability. **\$2,000,000** completed

operations aggregate that shall extend a minimum of three (3) years' beyond project completion..

2. Automobile Liability: **\$1,000,000** per occurrence, including owned, non-owned and hired vehicles.
3. Umbrella/Excess Liability: **\$4,000,000**; for bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages above, including commercial general liability and employer's liability, to include the following terms and conditions:
  - a. A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
    - i. Pay on Behalf of Insured" wording (NOT reimbursement)
    - ii. Concurrency of effective dates with primary policies; and
    - iii. Policies shall follow form to the underlying primary policies.
4. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of **\$1,000,000** per accident.
5. Pollution Liability Insurance: **\$1,000,000** per claim and in the aggregate.

C. Deductibles and Self Insured Retention

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

D. Other Insurance Provisions

1. General Liability and Automobile Liability Coverage
  - a. The City must be named an additional insured on the ACORD form and on an endorsement form using the following language: "The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the

Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers and the Water Distribution Superintendent, its officers, directors, employees and subconsultants.”

- b. The endorsement must state that the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self - insurance maintained by the City, its officers, officials, employees or volunteers and the Water Distribution Superintendent, its officers, directors, employees and subconsultants shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers and the Water Distribution Superintendent, its officers, directors, employees and subconsultants.
- d. The Contractor's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City and the Water Distribution Superintendent, its officers, directors, employees and subconsultants.

## 3. All Coverage

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

## E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

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

Include insurer's NAIC numbers on ACCORD form.

G. Subcontractors

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

I. Exclusions

This insurance does not cover tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workers.

J. Cancellation or Non-Renewal

Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.

7-1.12B(4) ENFORCEMENT

The City of Vallejo may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the Contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the City of Vallejo with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of Contract. In the event the Contractor fails to maintain any insurance coverage required, the City of Vallejo may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate Contractor's control over the work. The required insurance shall be subject to the review and acceptance of City of Vallejo, but any acceptance of insurance certificates by the City of Vallejo shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under



the Contract to indemnify, defend and hold harmless the City of Vallejo, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City of Vallejo from taking other actions as is available to it under any other provision of the Contract or law. Failure of the City of Vallejo to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

#### 7-1.12B(5) SELF-INSURANCE

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

#### 7-1.12B(6) MISCELLANEOUS

Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these Standard Specifications, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

#### 7-1.125 LEGAL ACTIONS AGAINST THE CITY OF VALLEJO

In the event litigation is brought against the City of Vallejo concerning compliance by the City of Vallejo with State or Federal laws, rules or regulations applicable to public works construction, the provisions of this Section 7-1.125 shall apply.

- A. If, pursuant to court order, the City of Vallejo prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," unless the Contract is terminated as hereinafter provided.
- B. If, pursuant to court order (other than an order to show cause) the City of Vallejo is prohibited from requiring the Contractor to perform all or any portion of the work, the City of Vallejo may, if it so elects, eliminate the enjoined work pursuant to Section 4-1.03, "Changes," or terminate the Contract.
- C. If the final judgment in the action prohibits the City of Vallejo from requiring the Contractor to perform all or any portion of the work, the City of Vallejo will either eliminate the enjoined work pursuant to Section 4-1.03, "Changes," or terminate the Contract.
- D. If the Contract is to be terminated, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions in Section 8-1.11, "Termination of Contract."

### 7-1.13 DISPOSAL OF MATERIAL OUTSIDE THE PUBLIC RIGHT OF WAY

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City of Vallejo, or, if material is to be disposed of and the City of Vallejo has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the public right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the public right of way, the Contractor shall furnish to the Water Distribution Superintendent satisfactory evidence that the Contractor has entered into agreements with the property owners of the site(s) involved and has obtained the appropriate permits, licenses and clearances.

When any material is to be disposed of outside the public right of way, and the City of Vallejo has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Water Distribution Superintendent the authorization or a certified copy thereof together with a written release from the property owner absolving the City of Vallejo from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Water Distribution Superintendent to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from public view, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Water Distribution Superintendent.

Where the City of Vallejo has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City of Vallejo. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the Contract and it is expressly understood and agreed that the City of Vallejo assumes no responsibility to the Bidder or Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property, or that any material can be disposed of on the property.

In those instances in which the City of Vallejo has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation will include the documents setting forth the arrangement made

with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 7-1.13 concerning the documents.

The Bidder or Contractor shall make such independent investigation and examination as the Bidder or Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property (if any) and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

- A. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City of Vallejo and the property owner, or
- B. Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Water Distribution Superintendent a release, in a form satisfactory to the Water Distribution Superintendent, executed by the owner, relieving the City of Vallejo of any and all obligations under the City of Vallejo's arrangement with the owner.

If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City of Vallejo and the Contractor shall pay those charges that are provided for in the arrangement made by the City of Vallejo with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the Contract sufficient to cover the charges for the material disposed of.

If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the Contract to cover the charges.

Before acceptance of the Contract, the Water Distribution Superintendent may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the City of Vallejo and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

Full compensation for all costs involved in disposing of materials as specified in this Section 7-1.13, including all costs of hauling, shall be considered as included in the price paid for the Contract item of work involving the materials and no additional compensation

will be allowed therefor.

#### 7-1.14 COOPERATION

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The City reserves the right to perform, or to have performed, other or additional work at or near the site (including material sources) at any time, by the use of other forces, without changing the character of the work.

When 2 or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6-2.02, "Possible Local Material Sources," or Section 6-2.03, "Mandatory Local Material Sources," each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

#### 7-1.15 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon request of the Contractor, the Director, or the Director's designated representative, may relieve the Contractor of the duty of maintaining and protecting certain portions of the work as described below, which have been completed in all respects in accordance with the requirements of the Contract and to the satisfaction of the Water Distribution Superintendent, and thereafter except with the Contractor's consent, the Contractor will not be required to do further work thereon. In addition, the action by the Director will relieve the Contractor of responsibility for injury or damage to those completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

Portions of the work for which the Contractor may be relieved of the duty of maintenance and protection as provided in the above paragraph include, but are not limited to, the following:

- A. The completion of 0.5-km {0.3-mile} of roadway or 0.5-km {0.3-mile} of one roadway of a divided highway or a frontage road including the traveled way, shoulders, drainage control facilities, planned roadway protection work, lighting and any required traffic control and access facilities.
- B. A bridge or other structure of major importance.
- C. A complete unit of a traffic control signal system or of a highway lighting system.

D. Non-highway facilities constructed for other agencies.

However, nothing in this Section 7-1.15 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective work or materials found at any time before the formal written acceptance of the entire Contract by the Director. Furthermore, nothing in this section shall obligate the Director to relieve the Contractor for responsibility for any portion of the work and the Director may refuse to relieve the Contractor from responsibility for any reason, at the Director's (or his delagee's) sole discretion.

7-1.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

The Contractor shall be completely responsible for the care and condition of the project improvements in their entirety until completion of the maintenance period and acceptance by the City. The Contractor shall provide all watchmen, guards, and security devices, as he/she deems necessary.

Until the acceptance of the Contract, the Contractor shall have the charge and care of the work and of the materials to be used therein (including materials for which the Contractor has received partial payment as provided in Section 9-1.06, "Partial Payments," or materials which have been furnished by the City of Vallejo) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work, except as provided in Sections 7-1.08, "Public Convenience," and 7-1.15, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," and in Section 19-2.04, "Slides and Slipouts," and except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified. If ordered by the Water Distribution Superintendent, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the City of Vallejo or which have been furnished by the City of Vallejo. Storage by the Contractor shall be on behalf of the City of Vallejo and the City of Vallejo shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Water Distribution Superintendent.

7-1.165 DAMAGE BY STORM, FLOOD, TSUNAMI OR EARTHQUAKE

Attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and

Materials." In the event damage to the work is caused by a storm, flood, tsunami, earthquake or other natural disaster which constitutes an "Occurrence," as hereinafter defined, the provisions in this Section 7-1.165 shall be applicable, and the Contractor may apply in writing to the Water Distribution Superintendent for the City of Vallejo to pay or participate in the cost of repairing damage to the work from that cause or, in lieu thereof, and at the sole discretion of the City of Vallejo, terminate the Contract and relieve the Contractor of further obligation to perform the work, subject to the following:

- A. Occurrence - "Occurrence" shall include tsunamis, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and storms, floods and other natural disasters as to which the Governor has proclaimed a state of emergency when the damaged work is located within the territorial limits to which the proclamation is applicable or, which were, in the opinion of the Water Distribution Superintendent, of a magnitude at the site of the work sufficient to have caused such a proclamation had they occurred in a populated area or in an area in which such a proclamation was not already in effect.
- B. Application by Contractor - The Contractor's written request for the City of Vallejo to pay or to participate in the cost of rebuilding, repairing, restoring or otherwise remedying the damage to the work caused by the Occurrence shall be submitted to the Water Distribution Superintendent before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.
- C. Protecting the Work from Damage - Nothing in this section shall be construed to relieve the Contractor of the responsibility to protect the work from damage. The Contractor shall bear the entire cost of repairing damage to the work caused by the Occurrence which the Water Distribution Superintendent determines was due to the failure of the Contractor to comply with the requirements of the Contract Documents, take the best measures to protect the work or exercise the best engineering and construction practices in the conduct of the work, and those repair costs shall be excluded from consideration under the provisions of this section.
- D. Repair Work - Repair of damaged work under the provisions of this section shall be pursuant to a Contract change order issued hereunder and specifying the repair work to be performed on the damaged facility. The repair work shall consist of restoring the in-place construction (for the purposes of this section erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the work had advanced prior to the Occurrence. Emergency work which the Water Distribution Superintendent determines would have been part of the repair work if it had not previously been performed, will be considered to be part of the repair work.

The City of Vallejo reserves the right to make changes in the plans and Specifications applicable to the portions of the work to be repaired, and if those changes will increase the cost of repairing the damage over the Water Distribution Superintendent's estimate of the cost of repair without the changes, the Contractor will be paid for the increased costs in accordance with Subsection E and the increased cost amount shall not be considered

in determining the cost of repair to be borne by the Contractor under Subsection F.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools and equipment (except erected falsework and formwork) used to perform the work, or to relieve the Contractor of responsibility under Section 7-1.12, "Indemnification and Insurance." The provisions of this section shall not be applicable to the repair of damage caused by an Occurrence to any portion of the work as to which the Contractor has been granted relief from maintenance and responsibility pursuant to Section 7-1.15, "Relief From Maintenance and Responsibility," or to the removal of slides and slipouts or the repair and restoration of damage to the work resulting from slides and slipouts pursuant to Section 19-2.04, "Slides and Slipouts."

- E. Determination of Costs - Unless otherwise agreed between the Water Distribution Superintendent and the Contractor, the cost of the work performed pursuant to this Section 7-1.165 will be determined in conformance with the provisions in Section 9-1.03, "Force Account Payment," except there shall be no markup allowance pursuant to Section 9-1.03A, "Work Performed by Contractor," unless the Occurrence that caused the damage was a tsunami or earthquake. The cost of emergency work, which the Water Distribution Superintendent determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the plans and Specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection E.
- F. Payment for Repair Work - BLANK
- G. Termination of Contract - If the City of Vallejo elects to terminate the Contract, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions of Section 8-1.11, "Termination of Contract."

#### 7-1.17 ACCEPTANCE OF CONTRACT

When the Water Distribution Superintendent has made the final inspection as provided in Section 5-1.13, "Final Inspection," and determines that the Contract work has been completed in all respects in accordance with the Contract Documents, the Water Distribution Superintendent will recommend that the Director formally accept the Work as complete. Upon satisfactory completion of the Work and following the written acceptance of the Work as such by the Director or the Director's designated representative, the Water Distribution Superintendent shall recommend the acceptance of the Contract to the City Council. Upon acceptance of the Contract as complete by the City Council, the said Council shall cause a Notice of Completion to be filed and recorded in the records of the Solano County Recorder's Office.

#### 7-1.18 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payment has been made as provided in Section 9-1.06, "Partial Payments," for material delivered on the ground or stored subject to or under the control of the City of Vallejo and unused. All the material shall become the property of the City of Vallejo upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City of Vallejo and unused, as provided in Section 9-1.06.

#### 7-1.19 RIGHTS IN LAND AND IMPROVEMENTS

Nothing in these Contract Documents shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City of Vallejo and any owner, former owner, or tenant of the land, structure, or building.

The Contractor shall not occupy City of Vallejo-owned property outside the right of way as shown on the plans or maps, unless the Contractor enters into a rental agreement with the City of Vallejo. The agreement will be based on the fair rental values.

#### 7-1.20 PERSONAL LIABILITY

Neither the Director, the Water Distribution Superintendent nor any other officer or authorized employee of the City of Vallejo, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Contract.

#### 7-1.21 REPAIR OF EQUIPMENT

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the Contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the Contract, shall be subject to all the requirements relating to labor set forth in these Contract Documents.

#### 7-1.22 MATERIAL PLANTS

The construction, erection and operation of material production, proportioning or mixing plants from which material is used wholly on the Contract or on Contracts with the City of Vallejo shall be considered a part of the work to be performed under the Contract and any laborers, workers or mechanics working on those plants shall be subject to all of the requirements relating to labor set forth in these Contract Documents.





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## **SECTION 8: PROSECUTION AND PROGRESS**

### **8-1.01 SUBCONTRACTING**

The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under the Contractor's control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.

The Contractor shall perform, with the Contractor's own organization, Contract work amounting to not less than 50 percent of the original total Contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total Contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Water Distribution Superintendent's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to acceptance by the Water Distribution Superintendent.

Subcontracts shall include provisions that the Contract between the City of Vallejo and the Contractor is part of the subcontract, and that all terms and provisions of the Contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Water Distribution Superintendent upon written request, and shall be provided to the Water Distribution Superintendent within three (3) days of the Water Distribution Superintendent's request.

Before work is started on a subcontract, the Contractor shall file with the Water Distribution Superintendent a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City of Vallejo, the subcontractor shall be

removed immediately on the request of the Water Distribution Superintendent and shall not again be employed on the work.

The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semi portable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the work shall conform to the requirements relating to labor set forth in these Specifications and in the special provisions.

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Water Distribution Superintendent, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

#### 8-1.02 ASSIGNMENT

The performance of the Contract may not be assigned, except upon the written consent of the Director. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of their responsibilities under the Contract nor will the Director consent to any assignment of a part of the work under the Contract.

The Contractor may assign moneys due or to become due the Contractor under the Contract and the assignment will be recognized by the City of Vallejo, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City of Vallejo and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject and subordinate to claims of the City of Vallejo.

#### 8-1.03 BEGINNING OF WORK

The Contractor shall begin work within 10 calendar days after the first working day stated

on the Notice to Proceed, and shall diligently prosecute the same to completion within the time limit provided in the Notice to Contractors.

The Contractor shall notify the Water Distribution Superintendent, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Water Distribution Superintendent and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving written Notice to Proceed, any work performed by the Contractor in advance of the date of Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer.

The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided City of Vallejo with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The counting of working days shall begin on the date stated as the first working day on the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish City of Vallejo with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract forms are first received by the Contractor and the commencement of the contract time, regardless of the receipt or lack thereof by City of Vallejo of all documents required by these Contract Documents. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these Specifications and the special provisions.

8-1.04 (BLANK)

8-1.05 TEMPORARY SUSPENSION OF WORK

The Water Distribution Superintendent shall have the authority to suspend the work wholly or in part, for any time period as the Water Distribution Superintendent deems necessary, due to unsuitable weather, or to such other conditions considered unfavorable for the suitable prosecution of the work, or for any time period as the Water Distribution Superintendent deems necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, or for any other reason. The

Contractor shall immediately comply with the written order of the Water Distribution Superintendent to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or accepted in writing by the Water Distribution Superintendent, or as directed by the Water Distribution Superintendent.

In the event that a suspension of work is ordered as provided above, and should that suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of work, which work, in the sole opinion of the Water Distribution Superintendent, could have been performed prior to the occurrence of the unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," and as specified in the special provisions for the work. In the event that the Contractor fails to perform the work above specified, the City of Vallejo will perform that work and the cost thereof will be deducted from moneys due or to become due the Contractor.

In the event that a suspension of work is ordered by the Water Distribution Superintendent due to unsuitable weather conditions, and in the sole opinion of the Water Distribution Superintendent, the Contractor has prosecuted the work with energy and diligence prior to the time that operations were suspended, the cost of providing a smooth and unobstructed passageway through the work will be paid for as extra work as provided in Section 4-1.03D or, at the option of the Water Distribution Superintendent, that work will be performed by the City of Vallejo at no cost to the Contractor.

If the Water Distribution Superintendent orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to other conditions considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion." If a portion of work at the time of the suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Water Distribution Superintendent, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in Section 8-1.06, "Time of Completion."

No Contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this Contract.

Any Contract adjustment warranted due to suspension of work ordered by the Water Distribution Superintendent will be made in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays."

In the event of a suspension of work under any of the conditions set forth in this Section 8-1.05, the suspension of work shall not relieve the Contractor of the responsibilities as set forth in Section 7, "Legal Relations and Responsibility."

#### 8-1.06 TIME OF COMPLETION

The Contractor shall complete all or any designated portion of the work called for under the Contract Documents in all parts and requirements within the time set forth in the Contract Documents.

A working day is defined as any day, except as follows:

- A. Saturdays, Sundays and legal holidays;
- B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Water Distribution Superintendent, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations; or
- C. Days on which the Contractor is prevented, by reason of requirements in "Maintaining Traffic" of the special provisions, from working on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

The current controlling operation or operations is to be construed to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Water Distribution Superintendent and the Contractor, which, if delayed or prolonged, will delay the time of completion of the Contract.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Water Distribution

Superintendent. The Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Water Distribution Superintendent; otherwise, the decision of the Water Distribution Superintendent shall be deemed to have been accepted by the Contractor as correct. The Water Distribution Superintendent will furnish the Contractor a weekly statement showing the number of working days charged to the Contract for the preceding week, the number of working days of time extensions being considered or accepted, the number of working days originally specified for the completion of the Contract and the number of working days remaining to complete the Contract and the extended date for completion thereof, except when working days are not being charged in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work."

#### 8-1.07 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract in all parts and requirements is not completed within the number of working days as set forth in the Contract Documents, damage will be sustained by the City of Vallejo, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City of Vallejo will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the City of Vallejo, the sum set forth in the Contract Documents per day for each and every calendar day's delay in completing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City of Vallejo may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in the Contract Documents for the completion of the work caused by acts of God or of the public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Water Distribution Superintendent in writing of the causes of delay within 3 days from the beginning of that delay. The Water Distribution Superintendent shall ascertain the facts and the extent of the delay, and the Water Distribution Superintendent's findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Water Distribution Superintendent documentary proof that the Contractor has made every effort to obtain the materials from all known sources in a diligent and timely manner, and further proof in the form of supplementary progress schedules, as required in Section 8-1.04, "Progress Schedule," that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or



manufactured to meet the specific requirements of the Contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

Except for the additional compensation provided for in Section 8-1.09, "Right of Way Delays," the Contractor shall have no claim for damage or compensation for any delay or hindrance.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section

#### 8-1.08 TERMINATION OF CONTROL

Whenever, in the opinion of the City of Vallejo, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the Water Distribution Superintendent; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the City of Vallejo may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the City of Vallejo may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the City of Vallejo may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the City of Vallejo assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the City of Vallejo agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the City of Vallejo's declaration that the Contractor is in default, the City of Vallejo may direct the surety to complete, or cause to be completed, the Contract work, or the City of Vallejo may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the City of Vallejo directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work. If surety fails or refuses to immediately complete or cause to be completed, all Contract work, surety agrees that damage will be sustained by the City of Vallejo, and that it is and will be impracticable to

determine the actual amount of damage by reason of such acts; and the Contractor and surety agree that in addition to any other damages City of Vallejo may sustain and may be recovered pursuant to these Contract Documents, including but not limited to, other liquidated damages for delay, or actual damages, the sum of FIVE HUNDRED DOLLARS (\$500.00) is a reasonable amount to be charged as liquidated damages for each day surety fails or refuses to complete or cause to be completed, all Contract work, and it is therefore agreed that the Contractor and surety will pay to the City of Vallejo this sum, for each and every calendar day surety fails or refuses to complete or cause to be completed, the Contract work; and the Contractor and surety further agree that the City of Vallejo may deduct and retain the amount thereof from any monies due the Contractor under the Contract.

If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City of Vallejo in finishing the work, plus all damages sustained, or to be sustained, by the City of Vallejo, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor's surety are liable to the City of Vallejo for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and surety agree that any subrogation rights of surety are subordinate to and inferior to rights of City of Vallejo.

The City of Vallejo reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, the Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such costs for overhead and profit.

#### 8-1.09 RIGHT OF WAY DELAYS

If, through the failure of the City of Vallejo to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Water Distribution Superintendent may find to be a fair and reasonable compensation for that part of the Contractor's actual loss, that, in the opinion of the Water Distribution Superintendent, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section 9-1.03A(3), "Equipment Rental," with the following exceptions:

A. The right of way delay factor for each classification of equipment shown in the

State Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is a part of the Contract, will be applied to that equipment rental rate.

- B. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.
- C. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when rental of equipment is paid for under the provisions in Section 9-1.03A (3b), "Equipment not on the Work," no payment will be made for right of way delays in conformance with the provisions in this Section 8-1.09.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Section 8-1.09 and compensation for idle time of workers will be determined as provided in Section 9-1.03A(1), "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided in Section 4-1.03D.

If performance of the Contractor's work is delayed as the result of the failure of the City of Vallejo to acquire or clear right of way, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," will be granted.

#### 8-1.10 UTILITY AND NON-HIGHWAY FACILITIES

It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvement will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the plans or in the special provisions. Where a rearrangement is indicated on the plans or in the special provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.

The right is reserved to the City of Vallejo and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make

arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground facilities and utilities not indicated in the Contract Documents and to the possibility that utilities may be in a location different from that which is indicated in the Contract Documents. The Contractor shall ascertain the exact location of all utilities, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities prior to doing work.

If the Contractor cannot locate an underground facility or utility whose presence is indicated in the Contract Documents after a diligent search and investigation, the Contractor shall immediately so notify the Water Distribution Superintendent in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 4-1.03D.

If the Contractor discovers utilities not indicated in the Contract Documents, the Contractor shall immediately give the Water Distribution Superintendent and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the Water Distribution Superintendent, and the cost of that work will be paid for as extra work as provided in Section 4-1.03D. The Contractor shall, if directed by the Water Distribution Superintendent, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care or to comply with the terms of the Contract Documents, will be paid for as extra work as provided in Section 4-1.03D. Damage due to the Contractor's failure to exercise reasonable care or comply with the Contract Documents shall be repaired at the Contractor's cost and expense.

Where it is determined by the Water Distribution Superintendent that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and Specifications do not provide that the facility is to be rearranged, the Water Distribution Superintendent will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-1.03D.

When ordered by the Water Distribution Superintendent in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the highway improvement, and that work will be paid for as extra work as provided in Section 4-1.03D.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Water Distribution Superintendent of any

delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07, "Liquidated Damages." The Contractor shall be entitled to no other compensation for that delay.

#### 8-1.11 TERMINATION OF CONTRACT

The Contract may be terminated by the Director when termination is authorized by Section 7-1.125, "Legal Actions Against the City of Vallejo," Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," or by other provisions of the Contract which authorize termination. The City of Vallejo also reserves the right to terminate the Contract at any time upon a determination by the Director that termination of the Contract is in the best interest of the City of Vallejo.

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

- A. The Water Distribution Superintendent will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of the written notice, the Contractor will be relieved of further responsibility for damage to the work (excluding materials) as specified in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," and, except as otherwise directed in writing by the Water Distribution Superintendent, the Contractor shall:
  1. Stop all work under the Contract except that specifically directed to be completed prior to acceptance.
  2. Perform work the Water Distribution Superintendent deems necessary to secure the project for termination.
  3. Remove equipment and plant from the site of the work.
  4. Take action that is necessary to protect materials from damage.

5. Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Water Distribution Superintendent.
  6. Provide the Water Distribution Superintendent with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and such other information as the Water Distribution Superintendent may request.
  7. Dispose of materials not yet used in the work as directed by the Water Distribution Superintendent. It shall be the Contractor's responsibility to provide the City of Vallejo with good title to all materials purchased by the City of Vallejo hereunder, including materials for which partial payment has been made as provided in Section 9-1.06, "Partial Payments," and with bills of sale or other documents of title for those materials.
  8. Subject to the prior written acceptance of the Water Distribution Superintendent, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Water Distribution Superintendent, the Contractor shall assign to the City of Vallejo all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
  9. Furnish the Water Distribution Superintendent with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
  10. Take other actions directed by the Water Distribution Superintendent.
- B. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:
1. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 9-1.06, "Partial Payments," and for materials furnished by the City of Vallejo for use in the work and unused shall terminate when the Water Distribution Superintendent certifies that those materials have been stored in the manner and at the locations the Water Distribution Superintendent has directed.
  2. The Contractor's responsibility for damage to materials purchased by the City of Vallejo subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the City of Vallejo.

When the Water Distribution Superintendent determines that the Contractor has completed the work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Water Distribution Superintendent will recommend that the Director formally accept the Contract.

- C. Termination of the Contract shall not relieve the Contractor or surety of their obligation for any claims arising out of the work performed.
- D. The total compensation to be paid to the Contractor shall be determined by the Water Distribution Superintendent on the basis of the following:
  - 1. The reasonable cost to the Contractor, without profit, for all work performed under the Contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. Deductions will also be made, when the Contract is terminated under the authority of Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," for the cost of materials damaged by the "occurrence."

When, in the opinion of the Water Distribution Superintendent, the cost of a Contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Contract Documents and the excessive actual cost shall be disallowed.

- 2. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (1), provided the Contractor establishes to the satisfaction of the Water Distribution Superintendent that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
- 3. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City of Vallejo or otherwise disposed of as directed by the Water Distribution Superintendent.
- 4. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 8-1.11, shall be open to

inspection or audit by representatives of the City of Vallejo at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the work by the Director, the Water Distribution Superintendent may make payments on the basis of interim estimates pending issuance of the Final Estimate in conformance with the provisions in Section 9-1.07B, "Final Payment and Claims," when, in the Water Distribution Superintendent's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.



## SECTION 9: MEASUREMENT AND PAYMENT

### 9-1.01 MEASUREMENT OF QUANTITIES

All work to be paid for at a Contract price per unit of measurement will be measured by the Water Distribution Superintendent in accordance with the International System of Units (SI) {United States Standard Measures. A ton shall consist of 2,000 pounds avoirdupois}.

Unless shipped by rail, material paid for by mass shall be weighed on scales furnished by and at the expense of the Contractor or on other sealed scales regularly inspected by the Division of Measurement Standards or its designated representative.

Weighing, measuring and metering devices used to measure the quantity of materials used in the work shall be suitable for the purpose intended and shall conform to the tolerances and Specifications as outlined in Title 4, Chapter 9 of the California Code of Regulations, the provisions of the California Business and Professions Code, Division 5, and these Specifications. Devices not Type-approved by the Division of Measurement Standards shall be Type-approved in conformance with the requirements in California Test 109.

Elements of the material plant controller which affect the accuracy or delivery of data shall be made available for the application of security seals. These devices will be inspected and adjusting elements sealed prior to the first production of materials for the Contract. The security seals will be furnished by the Water Distribution Superintendent. Material production shall cease when alteration, disconnection or otherwise manipulation of the security seals occur, and production shall not resume until the device is inspected and resealed by the Water Distribution Superintendent.

Weighing, measuring or metering devices used to determine the quantity of materials to be paid for will be considered to be "commercial devices" and shall be sealed by the Division of Measurement Standards or its authorized representative as often as the Water Distribution Superintendent may deem necessary. The installation of all portable vehicle scales must be accepted by the Water Distribution Superintendent prior to sealing.

Vehicle scales shall be of sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale deck while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. The maximum concentrated load shall not exceed the manufacturer's designed sectional capacity of the scale.

Weighing, measuring or metering devices required by these Specifications for the purpose of proportioning a material or product will be considered to be "non-commercial devices" and shall be tested and accepted in conformance with the requirements in California Test 109. This testing shall be done by one of the following, in the presence of the Water Distribution Superintendent, as often as the Water Distribution Superintendent deems necessary:

- A. A County Sealer of Weights and Measures;
- B. A Scale Service Agency; or
- C. A Division of Measurement Standards Official.

The Contractor shall notify the Water Distribution Superintendent at least 24 hours in advance of testing the device.

Undersupports for scale bearing points shall be constructed of Portland cement concrete produced from commercial quality aggregates and cement, which contains not less than 275 kg of cement per cubic meter {463 pounds of cement per cubic yard}. Undersupports shall be constructed in a manner to prevent any shifting or tilting of the support and shall have a minimum height of 350 mm {14 inches} above ground line. The footings shall have a minimum depth of 150 mm {6 inches} below the ground line. The bearing surface of the footings shall have a minimum width of 760 mm {30 inches} and shall be of sufficient area so the pressure does not exceed 200 kPa {4,000 pounds per square foot}. Adequate drainage shall be provided to prevent saturation of the ground under the scale. Scale bulkheads shall be of adequate material and strength to resist displacement. If timber bulkheads are used, the minimum cross section shall be 200 mm x 200 mm {8 inches x 8 inches}. Wedges shall not be used to shim the supports. If shimming is necessary, the shimming shall be done by securely attached metal shims, or by grouting. Shimming shall not exceed 75 mm {3 inches}. The approach ramps shall be level with the scale deck for a distance of not less than one-half the length of the scale deck. The mechanical indicating elements shall be installed level and plumb and shall be rigidly mounted upon a concrete foundation.

The lever system and mechanical indicating elements of hopper scales shall be rigidly attached to non-yielding supports in such a manner as to prevent any loss in weight due to bending and distortion of the supports.

When a multiple beam type scale is used in proportioning materials, an over and under indicator shall be provided which will give positive visible evidence of the amount of any over and under weight. The indicator shall be so designed that the indicator will operate during the addition of the last 90 kg {200 pounds} of any weighing. The over-travel of the indicator shall be at least one-third of the loading travel. Indicators shall be enclosed against moisture and dust.

Over and under dials, and other indicators for weighing and measuring systems used in proportioning materials shall be grouped so that the smallest increment for each indicator can be accurately read from the point at which the proportioning operation is controlled.

The Contractor shall bear the expense of all service fees for testing and approving of "non-commercial devices." The cost of the equipment, labor and materials furnished by the Contractor to assist in the testing of weighing, measuring or metering devices will be considered as included in the Contract prices paid for the various Contract items of work requiring the weighing, measuring or metering and no separate payment will be made

therefor.

Whenever pay quantities of material are determined by weighing, the scales shall be operated by a weighmaster licensed in conformance with the requirements in the California Business and Professions Code, Division 5, Chapter 7. The Contractor shall furnish a Public weighmasters certificate or certified daily summary weigh sheets. A representative of the City of Vallejo may, at the discretion of the Water Distribution Superintendent, be present to witness the weighing and to check and compile the daily record of the scale weights.

When required by the Water Distribution Superintendent, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver that slip to the Water Distribution Superintendent at the point of delivery of the material.

If material is shipped by rail, the car mass will be accepted provided that actual mass of material only will be paid for and not minimum car mass used for assessing freight tariff, and provided further that car mass will not be acceptable for material to be passed through mixing plants.

Vehicles used to haul material being paid for by mass shall be weighed empty daily and at additional times as the Water Distribution Superintendent may direct. Each vehicle shall bear a plainly legible identification mark. Vehicles may from time to time be required by the Water Distribution Superintendent to have the mass of the material to be paid for verified by weighing the empty and loaded vehicle on such other scales as the Water Distribution Superintendent may designate.

Materials which are specified for measurement by volume, i.e. cubic yard, cubic foot, etc., shall be measured completed as-constructed. Whenever earthwork is to be measured by volume, it shall be measured "in-situ," unless otherwise specified in the Contract documents. Materials "measured in the vehicle" shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. Loads hauled in vehicles not meeting the above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for that material.

When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Water Distribution Superintendent in writing, the material will be weighed in accordance with the requirements specified for mass measurement and the mass will be converted to volume measurement for payment purposes. Factors for conversion from mass measurement to volume measurement will be determined by the Water Distribution Superintendent and shall be agreed to by the Contractor before that method of measurement of pay quantities will be adopted.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside of the lines indicated on the plans or established by the Water Distribution Superintendent; or material remaining on hand after completion of the work will not be paid for, and those quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

The mass of all aggregate or other roadway material which is to be paid for on a mass basis, except imported borrow, imported topsoil, straw, fiber, aggregate sub bases, aggregate bases or aggregate for cement treated bases, will be determined by deducting from the mass of material, the mass of water in the material at the time of weighing in excess of 3 percent of the dry mass of the material. When imported borrow, imported topsoil or aggregate subbase is being paid for on a mass basis, the mass to be paid for will be determined by deducting from the mass of the material, the mass of water in the material at the time of weighing in excess of 6 percent of the dry mass of the material. When straw is being paid for on a mass basis, the mass to be paid for will be determined by deducting from the mass of straw, the mass of water in the straw at the time of weighing in excess of 15 percent of the dry mass of the straw. When fiber is being paid for on a mass basis, the mass of water in the fiber at the time of weighing shall not exceed 15 percent of the dry mass of the fiber. No deduction will be made for the mass of water in fiber. The percentage of water in the material shall be determined by California Test 226. The mass of aggregate base and aggregate for cement treated bases which are to be paid for on a mass basis, will be determined as provided in Section 26, "Aggregate Bases," and Section 27, "Cement Treated Bases," respectively.

The mass of water deducted as provided in this Section 9-1.01 will not be paid for.

Full compensation for all expense involved in conforming to the requirements specified in this Section 9-1.01 shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional compensation will be allowed therefor.

#### 9-1.015 FINAL PAY ITEMS

When an item of work is designated as (F) or (S-F) in the Water Distribution Superintendent's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Water Distribution Superintendent, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 5.1-1.22, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

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

In case of discrepancy between the quantity shown in the Water Distribution Superintendent's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Water Distribution Superintendent's Estimate.

Under no circumstances will Contractor be entitled to payment for any final pay quantity that is greater than the unit quantity price for the final pay quantity item set forth in the proposal form.

#### 9-1.02 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work required under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Director and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Contract Documents.

No compensation will be made in any case for loss of anticipated profits.

#### 9-1.03 FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the review and acceptance of the Water Distribution Superintendent and compensation will be determined as follows:

##### 9-1.03A WORK PERFORMED BY CONTRACTOR

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections 9-1.03A (1), "Labor," 9-1.03A (2), "Materials," and 9-1.03A(3), "Equipment Rental," except where agreement has been reached to pay in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services."

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a

markup of 33 percent to the cost of labor, 15 percent to the cost of materials and 15 percent to the equipment rental.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," an additional markup of 5 percent will be added to the total cost of that extra work including all markups specified in this Section 9-1.03A. The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

#### 9-1.03A(1) LABOR

The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Water Distribution Superintendent), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces, will be the sum of the following:

#### 9-1.03A(1A) ACTUAL WAGES

The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.

#### 9-1.03A(1B) LABOR SURCHARGE

To the actual wages, as defined in Section 9-1.03A(1a), will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section 9-1.03A(1A) and subsistence and travel allowance as specified in Section 9-1.03A(1C).

#### 9-1.03A(1C) SUBSISTENCE AND TRAVEL ALLOWANCE

The actual subsistence and travel allowance paid to the workers.

#### 9-1.03A(2) MATERIALS

The City of Vallejo reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on those materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser,

whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

9-1.03A(2A)

If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City of Vallejo notwithstanding the fact that the discount may not have been taken.

9-1.03A(2B)

If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the Water Distribution Superintendent plus the actual costs, if any, incurred in the handling of the materials.

9-1.03A(2C)

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on Contract items or the current wholesale price for those materials delivered to the jobsite, whichever price is lower.

9-1.03A(2D)

If the cost of the materials is, in the opinion of the Water Distribution Superintendent, excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the jobsite, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(2E)

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 60 days after the date of delivery of the material or within 15 days after acceptance of the Contract, whichever occurs first, the City of Vallejo reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(3) EQUIPMENT RENTAL

The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the

Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly or daily rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

Equipment owned by the Contractor and already on the job site shall only be paid for actual hours of usage as documented on daily extra work reports. Equipment owned by the Contractor, required to perform force account work, and not already on the job site shall only be paid for actual hours of usage as documented on daily extra work reports and the cost of mobilization to bring to the job site. The Water Distribution Superintendent shall determine if equipment not on the job site is required to be mobilized to perform extra work.

If it is deemed necessary by the Water Distribution Superintendent to use equipment not listed in the Labor Surcharge And Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Water Distribution Superintendent. The Contractor shall furnish all cost data which might assist the Water Distribution Superintendent in the establishment of the rental rate. If the rental rate established by the Water Distribution Superintendent is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Operators of rented equipment will be paid for as provided in Section 9-1.03A(1), "Labor."

All equipment shall, in the opinion of the Water Distribution Superintendent, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

#### 9-1.03A(3A) EQUIPMENT ON THE WORK

The rental time to be paid for equipment on the work shall be the time the equipment is



in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return the equipment to the original location or to another location requiring no more time than that required to return the equipment to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than the extra work.

The following shall be used in computing the rental time of equipment on the work:

- A. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of operation.
- B. When daily rates are listed, less than 4 hours of operation shall be considered to be 0.5-day of operation.

#### 9-1.03A(3B) EQUIPMENT NOT ON THE WORK

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a Force Account basis and the Water Distribution Superintendent determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Water Distribution Superintendent may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

- A. The Water Distribution Superintendent shall specifically approve the necessity for the use of particular equipment on such work.
- B. The Contractor shall establish to the satisfaction of the Water Distribution Superintendent that such equipment cannot be obtained from his/her normal equipment source or sources and those of his/her subcontractors.
- C. The Contractor shall establish to the satisfaction of the Water Distribution Superintendent that the proposed equipment rental rate for such equipment from his/her proposed source is reasonable and appropriate for the expected period of use.
- D. The Water Distribution Superintendent shall approve the equipment source and the equipment rental rate to be paid by the City of Vallejo before the Contractor begins work involving the use of said equipment.

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and

which is a part of the Contract, or determined as provided in Section 9-1.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- A. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Water Distribution Superintendent in advance.
- B. The City of Vallejo will pay the costs of loading and unloading the equipment.
- C. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- D. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each hour that the equipment is actually used at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the Water Distribution Superintendent directs the Contractor to discontinue the use of the equipment. The rental time to be paid for equipment not on the work shall be the time the equipment is actually in operation on the extra work being performed and in accordance with the following:

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 hours less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of operation.

When daily rates are listed, less than 4 hours of operation shall be considered to be 4 hours of operation. No payment will be made if the equipment is not used. If the equipment is used more than 4 hours of operation, payment will be made for one day.

- E. Should the Contractor desire the return of the equipment to a location other than its original location, the City of Vallejo will pay the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.
- F. Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

#### 9-1.03A(3C) OWNER-OPERATED EQUIPMENT

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

- A. Payment for the equipment will be made in conformance with the provisions in Section 9-1.03A(3), "Equipment Rental."
- B. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in conformance with the provisions in Section 9-1.03A(lb), "Labor Surcharge."
- C. To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 9-1.03A, "Work Performed by Contractor."

#### 9-1.03A(3D) DUMP TRUCK RENTAL

Dump truck rental shall conform to the provisions in Sections 9-1.03A(3), "Equipment Rental," 9-1.03A(3a), "Equipment on the Work," and 9-1.03A(3b), "Equipment not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing Contract item work.

In the absence of Contract item work requiring dump truck rental, the Water Distribution Superintendent will establish an hourly rental rate to be paid. The Contractor shall provide the Water Distribution Superintendent with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No separate markup will be made for labor.

The provisions in Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump truck rentals.

#### 9-1.03B WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL

## SERVICES

When the Water Distribution Superintendent and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's subcontractors, that service or extra work item may be performed by a specialist.

### 9-1.03C RECORDS

The Contractor and all subcontractors shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid and the costs of other operations.

From the above records, the Contractor shall furnish the Water Distribution Superintendent completed daily extra work reports, either on forms furnished by the City of Vallejo or on computerized facsimiles of the City of Vallejo's forms acceptable to the Water Distribution Superintendent, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall state the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names, identifications, and classifications of all workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports, or if not available, the invoices shall be submitted within 30 days after the submittal of the daily extra work report or 30 days after the date of delivery of the material, whichever occurs first. Contractor waives payment for material charges not substantiated by valid copies of vendor's invoices submitted within the times provided.

Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative, and shall be submitted to the City on the day the work is performed, or within 24 hours if authorized by the Water Distribution Superintendent. Daily extra work reports shall be signed by the designated representative of the City to acknowledge the labor hours, materials, and equipment used to perform the work. Signature by the City's representative does not constitute approval for payment. All daily extra work reports are subject to review and approval by the Water Distribution Superintendent for conformance to the Contract Documents prior to payment. The City reserves the right to make adjustments to the amount to be paid for extra work based upon daily extra work reports at any time prior to project acceptance, even if payment has been made under a progress payment. Contractor waives payment for that portion of Force Account work in which a daily extra work report has not been signed by the City's designated representative and/or submitted to the City within the time specified above.

The Water Distribution Superintendent will compare the Water Distribution Superintendent's records with the completed daily extra work reports furnished by the

Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City of Vallejo.

The Contractor's and all subcontractors' records pertaining to the Project shall be open to inspection or audit by representatives of the City of Vallejo, during the life of the Contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor and all subcontractors shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the City of Vallejo on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when the audit is to begin.

#### 9-1.03D PAYMENT

Payment as provided in Sections 9-1.03A, "Work Performed by Contractor," and 9-1.03B, "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor. The payment will be made in conformance with the provisions in Section 9-1.06, "Partial Payments."

The Water Distribution Superintendent's receipt of a proposed progress schedule and monthly updated progress schedules, all in strict compliance with these Contract Documents shall be conditions precedent to the Water Distribution Superintendents acceptance of the Contractor's periodic pay requests and/or the City of Vallejo's obligation to pay Contractor.

#### 9-1.04 (BLANK)

#### 9-1.05 STOP NOTICES

The City of Vallejo, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3179 et seq. of the Civil Code. In cases where the contractor chooses to Bond around the Stop Notice, the Bond shall be of a form approved by the City.

#### 9-1.06 PARTIAL PAYMENTS

The City of Vallejo, once in each month, shall cause an estimate in writing to be made by the Water Distribution Superintendent. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished

and stored for use on the Contract, if the storage is within the City of Vallejo and the Contractor furnishes evidence satisfactory to the Water Distribution Superintendent that the materials are stored subject to or under the control of the City of Vallejo, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, prior to the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Water Distribution Superintendent on City of Vallejo-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Water Distribution Superintendent will in no case exceed the Contract price for the item of work for which the material is furnished.

Unless otherwise approved by the Water Distribution Superintendent in writing, Contractor shall submit to Water Distribution Superintendent on or before the tenth (10th) day of the month, an itemized application for payment for the cost of the work in permanent place, which has been completed in strict accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The application for payment shall be prepared in a form acceptable to Water Distribution Superintendent, and shall contain itemized amounts in accordance with the Contract Documents. The applications for payment shall not include requests for payment on account of changes which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason.

If requested by the City of Vallejo, an application for payment shall be accompanied by a summary showing payment that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

Contractor warrants that upon submittal of an application for payment, all work has been performed in strict compliance with the Contract Documents, and all work for which certificates of payment have been previously issued and payment has been received from City of Vallejo, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

Payment of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, or the City of Vallejo may withhold from payment, on account of any of the following:

Defective work not remedied;

Third-party claims against Contractor or City of Vallejo arising from the acts or omissions of Contractor or subcontractors;

Stop notices;

Failure of Contractor to make timely payments due to subcontractors for material or labor;

A reasonable doubt that the work can be completed for the balance of the Contract price then unpaid;

Damage to the City of Vallejo or others for which Contractor is responsible;

Reasonable evidence that the work cannot be completed within the Contract time, and the unpaid balance of the Contract price would not be adequate to complete the work and cover City of Vallejo's damages for the anticipated delay;

Failure of Contractor to maintain, update, and submit record documents;

Failure of Contractor to submit schedules or their updates as required by the Contract Documents;

Performance of the work by Contractor without properly processed shop drawings;

Liquidated damages assessed;

Any other failure of Contractor to perform its obligations under the Contract Documents.

By resolution of the City of Vallejo's City Council, a fund has been established, money appropriated in the current budget, and assigned to the account(s) which is/are the sole source(s) of funds available for payment of the Contract price. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City of Vallejo's ability to draw from this fund, are conditions precedent to City of Vallejo's obligation to make payments to Contractor.

Within thirty (30) days of receipt of an approved certificate for payment, properly executed by the Contractor, City of Vallejo's Water Distribution Superintendent and Director, City of Vallejo agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety five percent (95%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment; and

Less amounts previously paid.

#### 9-1.065 PAYMENT OF WITHHELD FUNDS

Upon the Contractor's request, the City of Vallejo will make payment of funds withheld from progress payments to ensure performance of the Contract if the Contractor deposits in escrow with the City of Vallejo, or with a bank acceptable to the City of Vallejo, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, upon the Contractor's request, the City of Vallejo will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City of Vallejo.

Alternatively, and subject to the acceptance by the City of Vallejo, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the City of Vallejo under subdivision (c) of Section 10263 of the Public Contract Code, the City of Vallejo will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by the Contractor and the City of Vallejo.

The escrow agreement used pursuant to this Section 9-1.065 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to the agreement.

#### 9-1.07 PAYMENT AFTER ACCEPTANCE

After the work has been accepted in writing by the Director, as provided in Section 7-1.17,



"Acceptance of Contract," payments will be made to the Contractor subject to the provisions in this Section 9-1.07.

#### 9-1.07A PAYMENT PRIOR TO PROPOSED FINAL ESTIMATE

After acceptance of the work by the Director, the Water Distribution Superintendent will make an estimate of the total amount of work done under the Contract and the City of Vallejo will make a final monthly payment pending issuance of the proposed final estimate. The City of Vallejo will pay the balance thereon found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the Contract and those further amounts that the Water Distribution Superintendent determines to be necessary pending issuance of the proposed final estimate and payment thereon.

#### 9-1.07B FINAL PAYMENT

After written acceptance of the Work as complete by the Director, or the Director's designated representative, the Water Distribution Superintendent will prepare and issue to the Contractor a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of the total amount, segregated as to Contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the Contract. All prior estimates and payments shall be subject to correction in the proposed final estimate.

The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the Contract so that the Water Distribution Superintendent receives the written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of the written approval or statement of claims by the Water Distribution Superintendent shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required unless the Contractor has strictly complied with the notice or protest requirements of the Contract Documents.

On the Contractor's approval, or if the Contractor files no claim within the specified period of 30 days, the Water Distribution Superintendent will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor. The City of Vallejo will pay any remaining moneys unpaid and found to be due in the proposed final estimate 35 days after the recordation of the Notice of Completion in the records of the Solano County Recorder's Office as per Section 7-1.17, "Acceptance of Contract". That final estimate and payment thereon shall be conclusive and binding against Contractor on all questions relating to the amount of work done and the compensation payable therefor.

If the Contractor within the specified period of 30 days files claims, the Water Distribution

Superintendent will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the City of Vallejo will pay the sum so found to be due. The semifinal estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder.

#### 9-1.07C CLAIMS

- A. General. A "Claim" means a written demand or written assertion by Contractor to adjust, alter, modify, or otherwise change the Contract price or the Contract time, or both. All claims filed hereunder shall strictly comply with all requirements of the Contract Documents.

In order to qualify as a "Claim," the written demand must state that it is a claim submitted under Section 9-1.07C of the Contract Documents. A letter, voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim under the Contract Documents. If such a request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted affect on the Contract price and the Contract time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract time shall include scheduling data demonstrating the impact of the event on the controlling operation and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract price shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Notwithstanding and pending the resolution of any Claim, the Contractor shall diligently prosecute the disputed work to final completion of the work. Contractor shall impose the Claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to the Contractor all Claims against Contractor and/or City within the times and containing the documentation required by these provisions. The Claim notice and documentation procedure described in these provisions applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific portion of the Contract.

If additional information or details are required by the Water Distribution Superintendent to determine the basis and amount of any Claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Water Distribution Superintendent no later than the fifteenth day after receipt of the written request from the Water Distribution Superintendent. If the fifteenth day falls on a Saturday, Sunday or legal holiday,

then receipt of the information or details by the Water Distribution Superintendent shall not be later than close of business of the next business day. Contractor understands and agrees that failure to submit the information and details to the Water Distribution Superintendent within the time specified shall be result in Contractor waiving that Claim.

The Contractor and all subcontractors shall keep full and complete records of the costs and additional time incurred for any work for which a Claim for additional compensation is made. The Water Distribution Superintendent or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Water Distribution Superintendent to determine the facts or contentions involved in the claims. Contractor agrees that failure to permit access to those records waives Contractor's Claims.

The City of Vallejo, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at City of Vallejo's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the City of Vallejo to determine its actual damages; therefore, Contractor agrees to pay City of Vallejo, as liquidated damages, the sum of Two hundred fifty dollars (\$250.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the City of Vallejo, access to the materials specified in this section.

B. Disputes

Contract Interpretation Disputes: Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the City of Vallejo. The Contractor shall bear all costs incurred in the giving of such notice.

All issues regarding the interpretation of the plans or specifications shall be referred to the City for interpretation. The City shall have the right but not the obligation to affirm or disaffirm any interpretation of the plans or specifications, which affirmation or disaffirmance shall be final. If the Contractor should disagree with the City's decision, the Contractor's sole and exclusive remedy is to file a Claim in accordance with these provisions.

Work Disputes: Should any dispute arise under the Contract Documents respecting the true value of any work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by the City of Vallejo and its decision shall be final and conclusive. If the Contractor disagrees with the City's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with these provisions.

C. Delays. As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract time caused by the gross negligence or willful acts of the City of Vallejo, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract time and/or Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

"Unexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time resulting from causes other than those listed above. An Unexcusable Delay shall not entitle the Contractor to an extension of the Contract time or an adjustment of the Contract price.

The Contractor may make a Claim for an extension of the Contract time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which

ends last.

2. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.
3. If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Unexcusable Delay.
4. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract price in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract time.

The parties agree that the City of Vallejo's exercise of its right to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of the Contract time and the Contract sum, based on changes ordered in the work or suspension of the work, shall be governed by this provision.

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

Contractor agrees that the daily Contractor Delay Damages as set forth in the Proposal Form shall be full compensation to Contractor, all subcontractors and anyone for whom they may be legally responsible, for each day of delay that may be caused by City of Vallejo or anyone for whom City of Vallejo is legally responsible, including but not limited to, extended field costs, extended home overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption or any other damage arising from delay, no matter how characterized and regardless of the cause, extent or duration of the delay. Inclusion of Contractor Delay Damages within the

Proposal Form is solely for the purpose of determining the low bidder and establishing the City of Vallejo's maximum daily liability as a result of City of Vallejo delays to Contractor, if any, and City of Vallejo has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City of Vallejo becomes liable to Contractor for compensable delays, City of Vallejo agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

- D. Claim Procedures. Should any clarification, determination, action or inaction by the City, Work, or any event, in the opinion of the Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in the Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then the Contractor and the City shall make good faith attempts to resolve informally any and all such issues and/or disputes. The Contractor must file a written Notice of Potential Claim with the City on the form provided in the Contract Documents before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written Notice of Potential Claim is not filed within this time period, or if the Contractor proceeds with the Disputed Work without first having filed the notice required by these provisions, the Contractor shall waive any rights to further claim on the specific issue.

The City will review the Contractor's timely Notice of Potential Claim and provide a decision. The City may require supplemental information from the Contractor to clarify that contained in the Notice of Potential Claim. If, after receiving the City's decision, the Contractor disagrees with the decision, the Contractor shall so notify the City, in writing, within seven (7) calendar days after receiving the decision, that a formal Claim will be filed. The Contractor shall submit the Claim in the form specified herein and all arguments, justification, costs or estimates, schedule analyses, and detailed documentation supporting the Contractor's position within thirty (30) calendar days after receiving the City's decision on the Notice of Potential Claim. The Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving all rights to the subject Claim.

If Disputed Work persists longer than thirty (30) calendar days after receiving the City's decision on the Notice of Potential Claim, then the Contractor shall, every thirty (30) calendar days until the Disputed Work ceases, submit to the City a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. The Contractor's failure to submit a Claim Update or to quantify all costs and impacts every thirty (30) days shall result waiver of that portion of the Claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with the requirements of these provisions and shall result in the Contractor waiving such

Claim(s) and/or Claim Updates.

All Claims must be submitted to Water Distribution Superintendent before the issuance of the final estimate. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of issuance of the final estimate.

Upon receipt of the Contractor's formal Claim including all arguments, justifications, costs or estimates, schedule analyses, and documentation supporting the Contractor's position as previously stipulated, the City or its designate will review the Claim and render a final determination. If the Contractor's Claims at project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

Claims shall be calculated in the same manner as extra work using the procedures set forth in Section 9-1.03 "Force Account Payment." This method applies in all cases of Claims, regardless of type, whether in negotiation, arbitration, litigation, and even applies in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs arising out of or connected to with the performance of Claims, of any nature, may be recovered by the Contractor. Except where provided by law, or elsewhere in these Contract Documents (if applicable), the City shall not be liable for special or consequential damages, and Claims shall not include special or consequential damages. Contractor shall be limited in its recovery on Claims to the calculations set forth in Section 9-1.03 of these provisions.

E. Claim Format. The Contractor shall submit the Claim justification in the following format:

1. Cover letter and certification of the accuracy of the contents of the Claim;
2. Summary of Claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief;
3. List of documents relating to Claim including plans, specifications, clarifications/requests for information, schedules and others;
4. Chronology of events and correspondence;
5. Analysis of Claim merit;
6. Analysis of Claim costs;
7. Attached supporting documents referenced in Item 3.) above.

F. Exclusive Remedy. The Contractors performance of its duties and obligations

specified in these provisions and submission of a Claim as provided in these provisions is the Contractor's sole and exclusive remedy for the payment of money, extension of time, adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the City of Vallejo, its representatives, consultants or agents, or the transfer of the Work or the Project to the City for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the Claim submission requirements. Compliance with the notice and Claim submission procedures described in these provisions is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No Claim or issues not raised in a timely protest and timely Claim submitted under these provisions may be asserted in any Government Code Claim, subsequent litigation, or legal action. The City of Vallejo shall not have deemed to waive any provision under this Section, if at the City's sole discretion, a Claim is accepted in a manner not in accord with this Section.

- G. Mediation. All Claims not subject to the Claim resolution procedures set forth in these provisions shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitrator Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

#### 9-1.075 FALSE CLAIMS

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

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:



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

Contractor agrees that submission of a Claim, in strict conformance with all of the requirements of this Contract, and rejection of all or part of said Claim by City of Vallejo, is a condition precedent to any action by Contractor against City of Vallejo, including but not limited to, the submission of a claim pursuant to Government Code section 900, et seq., and the filing of a lawsuit.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant provided by Contractor with the claim.

Contractor agrees that any costs or expenses incurred by the City of Vallejo in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City of Vallejo within the meaning of the California False Claims Act.

Upon final determination of the claims, the Water Distribution Superintendent will then make and issue the Water Distribution Superintendent's final estimate in writing and within 30 days thereafter the City of Vallejo will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against Contractor on all questions relating to the amount of work done and the compensation payable therefor.

9-1.08 (BLANK)

9-1.09 CLERICAL ERRORS

Notwithstanding the provisions in Section 9-1.07, "Payment After Acceptance," for a period of 3 years after acceptance of the work, all estimates and payments made pursuant to Section 9-1.07, including the final estimate and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City of Vallejo agree to pay to the other any sum due under the provisions of this Section 9-1.09, provided, however, if the total sum to be paid is less than \$200, no payment shall be made.

9-1.10 (BLANK)

9-1.11 CONTRACTOR NOT AN AGENT OF THE CITY OF VALLEJO

The right of general supervision shall not make the Contractor an agent of the City of Vallejo, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

9-1.12 THIRD-PARTY CLAIMS

The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

9-1.13 GUARANTEE

Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

The City of Vallejo is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the City of Vallejo, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

9-1.14 MISCELLANEOUS PROVISIONS

This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of City of Vallejo, in the same manner as if such parties had been expressly named herein.

This Contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to City of Vallejo all its first-tier subcontracts now or hereafter

entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by City of Vallejo in writing, and only as to those subcontracts which City of Vallejo designates in writing. Such assignment is part of the consideration to City of Vallejo for entering into the Contract with Contractor, and may not be withdrawn.

The provisions of the Contract Documents shall be included in all subcontracts.

#### 9-1.15 PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

##### § 20104. Application of article; provisions included in plans and specifications

- (i)
  - (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
  - (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (ii)
  - (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
  - (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
- (iii) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.
- (iv) This article applies only to contracts entered into on or after January 1, 1991.

##### § 20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

- (v) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in

this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- (vi)
  - (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (vii)
  - (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (viii) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (ix) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the

running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- (x) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (ii)
  - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under

that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

- (4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## SECTION C -WAGE AND EQUIPMENT RATES

### 1. Prevailing Wage Rates

In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable to the work to be done, and a current copy of said prevailing wages is on file with the City Clerk. Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

The successful bidder will be required to post a copy of these general prevailing rates of per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein.

In addition, the City Charter of the City of Vallejo requires that the Contractor and all his/her Subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed. The Contractor shall, as a penalty, forfeit to the City FIFTY DOLLARS (\$50.00) for each calendar day or portion thereof, for each employee paid less than the prevailing salary or wage for any public work done under the contract by him/her or any subcontractor under him/her.

The State Labor Code states that for violations of public works laws relating to payment of prevailing wages, the City of Vallejo will be required to withhold from any progress payments owed to a contractor any amounts that have been forfeited as penalties, or as wages owed to employees, who have not been paid the prevailing wage for work performed. Effective 1/1/93, the City is required to directly transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within 90 days after the completion of the public works contract and formal acceptance of the job by the City.

Also, the Labor Commissioner is permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld. In the event that the contract does not prevail in the lawsuit to recover the amounts withheld, the wages and penalties will then be forwarded to the Labor Commissioner for disbursement in the manner previously described.

### 2. Payroll Record

In accordance with the provisions of Section 1776 of the Labor Code of the State of California, the Contractor shall keep an accurate payroll record, 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 the Contractor in connection with this project. This payroll record shall be certified and available for inspection at all reasonable hours at the principal office of the successful bidder and a certified copy shall be furnished within ten (10) days after receipt of a written request by the following parties:

- A. An employee or his/her authorized representative
- B. City's representative
- C. Representative of Labor Standard Enforcement and Division of Apprenticeship Standard of Department of Industrial Relations.

Any copy of the payroll record made available for inspection and furnished to the public through the above entities shall not disclose names, addresses or social security numbers of individual employees except the name and address of the Contractor.

In the event of non-compliance with the requirement of this subdivision, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notices from the State or City. If the non-compliance is still evident after the ten-day period, the Contractor shall, as a penalty, forfeit to the City TWENTY-FIVE DOLLARS (\$25.00) for each calendar day, for each employee, until strict compliance is effectuated.

3. Equipment Rental Rates

Equipment rental will be paid for as provided under Section 9-1.03A of the State Standard Specifications at the rates listed in the EQUIPMENT RENTAL RATES TABLE of the State of California, Department of Public Works, Division of Highways, latest issue, for use in their Special Provisions, a copy of which Table of Rates is filed in the Water Director's Office.



STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS  
 DIVISION OF APPRENTICESHIP STANDARDS

TO: California Department of Industrial Relations  
 Division of Apprenticeship Standards  
 P.O. Box 603  
 San Francisco, CA 94101

FROM: City of Vallejo  
 Water Department  
 202 Fleming Hill Rd.  
 Vallejo, CA 94589

833690000

A contract to perform public works under Labor Code §1777.5 has been awarded to:

Name of General Contractor:		Contractor 's License Number:	
Mailing Address:		City:	
		Zip code:	Telephone Number: ( )
Address or Location of Work Site (include City and/or County):			
Contract or Project Number:		Dollar Amount of Contract Award:	
Starting Date (Estimated or Actual) Month / Day / Year	Completion Date (Estimated or Actual) Month / Day / Year		Number of Working Days:
Type of Construction (Highway, school, hospital, etc):		<input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATIONS	
Classification or Type of Workman (Carpenter, Plumber, etc.):			
Is language included in the Contract Award to effectuate the provisions of Section 1777.5 as required by the Labor Code?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Is Language included in the Contract Award to effectuate the provisions of Section 1776 as required by the Labor Code?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Signature:		Title:	Date:
Printed or Typed Name:		Telephone Number: ( )	

Duplication of this form is permissible

DAS 13 (RV. 7/85)

**STATE OF CALIFORNIA**  
Edmund G. Brown, Jr., Governor

DEPARTMENT OF INDUSTRIAL RELATIONS  
Christine Baker, Director  
CALIFORNIA DIVISION OF APPRENTICESHIP STANDARDS  
Diane Ravnik, Chief Deputy Director  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, California 94102  
Telephone (415) 703-4920

DISTRICT OFFICES	ADDRESS	TELEPHONE
Fresno 93721	2550 Mariposa St., Room 3080	559/445-5431
Los Angeles 90013	320 West 4 <sup>th</sup> Street, Suite 950	213/897-1385
San Francisco 94102	455 Golden Gate Ave., 9 <sup>th</sup> Flr	415/703-1128
Sacramento 95834	160 Promenade Circle, Suite 320	916/920-6111
San Jose 95113	100 Paseo De San Antonio, Room 125	408/277-1273
San Diego 92108	7575 Metropolitan Dr, Suite 209	619/767-2045

# SECTION D: TECHNICAL SPECIFICATIONS

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## SECTION D.0100 - ORDER OF WORK

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. Order of work shall conform to the provisions in Section B 5-1.05A, "Order of Work" and these technical specifications. Hours of work shall conform to the provisions in Section B 5-1.05B, "Hours of Work" and these technical specifications.
- B. Attention is directed to paragraph 5 and 6 of Section B 8-1.01, "Subcontracting"
- C. Attention is directed to Section B 7-1.04, "Permits and Licenses". Immediately upon award of the Contract the Contractor shall apply for and obtain any permits necessary to complete this project.
- D. Attention is directed to Maintaining Traffic elsewhere in these technical specifications.
- E. Contractor shall not start work until after a receipt of a Notice to Proceed issued by the Water Director or a designee. The Contractor shall notify the City of Vallejo 3 weeks prior to the intended start date.
- F. All trucks transporting materials shall use approved City Truck Routes as shown on City Standard Drawing 2-06.
- G. Construction and demolition operations shall be staged in accordance with the project plans. The contractor shall complete the first stage of work before beginning on the next stage.

### PART 2 MATERIALS

NOT APPLICABLE

### PART 3 EXECUTION

#### 3.01 NOTICE TO AFFECTED PARTIES

- A. The Contractor is to provide written notice to all affected parties of the dates and times that there will be restricted street access and parking adjacent to their parcel. The Contractor shall give a minimum of 72 hours advance notice prior to beginning work adjacent to affected parcels / businesses. Failure to distribute notices shall be sufficient cause for the Water Distribution Superintendent to suspend the work until such notices are

distributed.

- B. The notices shall include the Contractor's name and contact information for the Contractor's foreman, the Water Director's or designee's contact information, relevant locations and dates of restricted access, a description of landscaping and improvements that may be affected and/or removed and a statement that owners/residents have the right to salvage all such existing landscaping, improvements and/or materials that the Contractor may remove to facilitate construction within the right of way. The content, format, and method of delivery of such notices shall be approved by the Construction Manager prior to distribution. The Contractor is advised that notices shall not be placed in mailboxes as it is a violation of Federal Postal regulations.
- C. The following shall be considered as affected parties:
  - 1. Residents and owners who front on or are contiguous to the Project limits.
  - 2. Residents and owners who have an ingress/egress route only from within the Project limits.
- D. Notification shall be via signs posted on barricades along edge of roadway where applicable. Text shall be as approved by the Water Distribution Superintendent. As schedules change, affected areas shall be re-notified / reposted in the above manner as often as is necessary and as directed by the Water Distribution Superintendent at no additional cost to the City.
- E. The contractor shall furnish and install "No Parking" signs a minimum of 48 hours in advance with dates and times where there will be parking restrictions or closures.

### 3.02 DOCUMENTATION OF EXISTING CONDITIONS

- A. The Contractor shall photograph and video in sufficient detail to show all areas of the project, including but not limited to the existing sidewalk, driveways, roadway, owner/resident landscaping and improvements behind the back of walk, staging areas, routes of ingress and egress, and all other areas the Contractor believes are appropriate.
- B. The photographic prints and video shall be dated and a copy shall be delivered to the Water Director or a designee within one (1) week of the date of preparation and prior to beginning of work.
- C. If, during the course of the project, the Contractor occupies areas or routes different from those documented prior to the beginning of work, the Contractor shall record and deliver supplemental documentation of existing conditions as described above.

- D. After all work is completed but prior to the final acceptance of the project, the Contractor shall record and deliver documentation of the work in a similar manner as described for the existing conditions above.

### 3.03 PRESERVATION OF EXISTING FACILITIES

- A. Attention is directed to Section 7-1.11, Preservation of Property, Section B General Provisions. Due care shall be exercised to avoid injury to existing street and highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.
- B. The Contractor shall contact Underground Service Alert far enough in advance so that all utilities are marked prior to beginning work. Contractor shall be aware that PG&E, AT&T and Comcast utility companies have limited personnel to mark their utility lines. As such, Contractor shall coordinate its request to accommodate the output that can be provided by the individual utility company.
- C. The Contractor shall provide a sufficient number of reference points to re-establish the existing alignment and locations of existing pavement delineations after paving has occurred. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks and other pavement markings, where it is not apparent or clear in the striping plans.
- D. The Contractor shall take necessary measures to protect existing roadway utility boxes, vaults, manhole rims, posts and any other structures, from damage or defacing by construction equipment, asphalt, concrete, tack oil, striping products, etc.

### 3.04 SEQUENCE OF WORK

- A. The Contractor shall conduct operations so as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater portion of work than it can prosecute properly and with due regard to the safety, rights, and convenience of the public. It shall be the intent of these technical specifications to require the restoration of streets, sidewalks, landscaped areas and other work areas to their original condition and former state of usefulness as soon as practicable upon completion of a portion of the work. Truck and equipment operators shall exercise increased alertness and reduced speed when driving through the project area with respect to pedestrians, roadway curves, hills and blind spots.

- B. Other work such as potholing for utility verification, over-excavation, and lowering or raising utility covers may be performed outside of the required work phasing, as decided by the contractor.

### 3.05 RESIDENTIAL GARBAGE COLLECTION

- A. The Contractor shall schedule proposed work so that milling, paving and road closures do not coincide with garbage collection days. For all other work scheduled on garbage collection days, the Contractor shall work around garbage bins placed on frontage by residents and facilitate the placement of the bins within and around the areas of work. The Contractor shall contact Recology Vallejo at 707-552-3110 to determine which day garbage will be collected from the street for work coordination purposes before work commences.

### 3.06 PORTABLE WATER VEHICLES

- A. The Contractor shall provide and operate a portable water vehicle to deliver water for construction and materials such as aggregate base rock, for equipment and general airborne dust control. The Contractor shall be continuously prepared throughout the course of the project to immediately mitigate airborne dust nuisance. Full compensation for furnishing, hauling and operating a portable water vehicle (such as a water truck or a water tank trailer) shall be considered as included in the various Contract items of work and no additional payment will be made therefor.

### 3.07 ADMINISTRATIVE ITEMS

- A. Pre-Construction Meetings – The Contractor shall coordinate pre-construction meetings with the City and subcontractors that will perform the demolition and / or the concrete and asphalt removal. The meetings shall occur prior to mobilization and beginning of the particular work.
- B. Contractor's Daily Roster and Manifests – If requested, the Contractor shall provide on a daily basis to the City Inspector, a list of all worker names, crafts and equipment involved with the project. In addition, the Contractor shall collect and upon request by City Inspector, immediately provide any and all materials tags or manifests.
- C. Extra Work Statements – Extra work statements submitted to the City by the Contractor shall include manpower classifications, and applicable fringe benefit amounts, surcharges and markups in the calculation of charges. The Contractor is reminded that authorization must be granted by the Water Distribution Superintendent prior to beginning any extra work on force account.



PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for complying with the requirements of the above provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

END OF SECTION

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## SECTION D.0200 - DUST CONTROL

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall provide a continuously available source of water for dust control during the work. Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these technical specifications.

### PART 2 MATERIALS

NOT APPLICABLE

### PART 3 EXECUTION

#### 3.01 DUST CONTROL

- A. When necessary or when directed by the Water Distribution Superintendent, the Contractor shall apply water for laying dust. Water shall be applied by means of pressure-type distributors equipped with a spray system that will insure a uniform application. The Contractor shall provide and operate a portable water vehicle to deliver water for construction and materials such as aggregate base rock, for equipment and general airborne dust control. The Contractor shall be continuously prepared throughout the course of the project to immediately mitigate airborne dust nuisance.

### PART 4 MEASUREMENT AND PAYMENT

#### 4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for complying with the requirements of the above provisions, including furnishing, hauling, and operating a portable water vehicle, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

END OF SECTION

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## SECTION D.0300 – MOBILIZATION

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, including administration, overhead, bonds, insurance and incidentals; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various Contract items on the project site. Mobilization shall include de-mobilization of equipment and personnel upon completion of construction.
- B. The Contractor shall insure that adequate existing sanitation facilities are available or the Contractor shall provide and maintain adequate sanitation facilities. All wastes and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

### PART 2 EXECUTION

#### 2.01 MOBILIZATION

- A. Mobilization shall conform to the provisions in Section 9-1.16, "Mobilization," of the Standard Specifications and these technical specifications.

#### 2.02 STAGING

- A. Contractor's construction equipment materials and required toilet facilities are not allowed to remain within the public right-of-way outside of regular working hours. Toilet facilities, as required by 8 CCR § 1526 must be removed from the public right-of-way after regular working hours. Contractor is recommended to utilize portable toilet facilities mounted on a trailer for easier relocation on a daily basis.

### PART 3 MEASUREMENT AND PAYMENT

#### 3.01 MEASUREMENT AND PAYMENT

- A. Full compensation for complying with the requirements of the above provisions shall be considered as included in the prices paid for the various

contract items of work, including but not limited to furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilization, complete in place, project signs, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent. No additional compensation will be allowed therefor.

END OF SECTION

## SECTION D.0500 – SUBMITTALS

### PART 1 GENERAL

#### 1.01 SUMMARY

- A. This Section describes the requirements for and types of submittals:
1. Submittal requirements specified in this section include shop drawings, product data, samples, and miscellaneous work related submittals.
  2. At a minimum, the Contractor shall provide the following submittals, as well as those referenced in the applicable sections for each unit of work and as directed by the Water Distribution Superintendent:
    - a. Emergency Names and Phone Numbers
    - b. CPM Schedules
    - c. Temporary Traffic Control Plan
    - d. Construction Area Signs
    - e. Water Pollution Control Plan (WPCP)
    - f. Hot Mix Asphalt
    - g. Class 2 Aggregate Base
    - h. Concrete
- B. Water Distribution Superintendent's Review:
1. Intent of Water Distribution Superintendent's review of shop drawings is to give a preview in an effort to foresee unacceptable materials or assemblies and to avoid the possibility of their rejection at the Project Site.
  2. Water Distribution Superintendent will review submittals only for conformance with the design concept of the Project and with the information given in the Contract Documents.
  3. The Water Distribution Superintendent's review of shop drawings will be general and shall not be construed:
    - a. As relieving Contractor of responsibility for omissions or errors, including details, dimensions, materials, etc.;
    - b. That review of a separate item indicates acceptance of an assembly in which the item functions

## 1.02 QUALITY ASSURANCE

- A. Each submittal shall have a Certificate of Compliance signed by the manufacturer of the material or the manufacturer of the assembled materials and shall state that the materials involved comply in all respects with the requirements of these technical specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- B. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of the responsibility of incorporating material in the work which conforms to the requirements of the plans and specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not. The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- C. Materials will be inspected at destination to assure compliance with the specified requirements. Any materials that are found to be defective or that do not meet the requirements of the specifications must be replaced. Rejection of ten (10) percent of any shipment shall be cause of, and will be considered sufficient reason for, rejection of the entire shipment.
- D. Submittal Log: Following Notice to Proceed, the Water Distribution Superintendent will prepare a list of items (Submittal Log) that the Contractor is required by the Specifications to submit for review.
  - 1. The Submittal Log will designate submittal number, submittal type, description, and format (hardcopy / electronic) for each entry.
  - 2. Within 10 working days after receipt of submittal log from Water Distribution Superintendent, provide information in Columns marked "Sub Contr. Name", "Supplier", "Date Sched.", and "Matl Date"; and return for review.
- E. The explanation and instructions for use of the Submittal Log and a sample Submittal Log sheet are included at the end of this Section.
- F. As construction schedule is changed and/or updated, submit a marked copy of the Submittal Log showing changes to scheduled dates.
  - 1. The Water Distribution Superintendent will input information supplied by the Contractor onto the Submittal Log, tabulate submittal dates on log, update "Action" taken/required as well as show status of submittals, and distribute updated copies of log on a monthly basis.



2. No extension of time will be granted, nor will consideration be given to claims arising out of Contractor's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Water Distribution Superintendent's review, and also do not allow ample time for revision, resubmission, and subsequent review by Water Distribution Superintendent as required.
- G. Performance: Promptly check each submittal for accuracy, completeness, and applicability.
1. Review for compliance, approve, and submit each submittal with reasonable promptness and in sequence that causes no delay in the Work or in the work of the Owner or any separate Contractor.
  2. Identify each submittal to include name of Project, Specification Section, supplier, source, finish, and location of use in the Project.
- H. Submittal Validity:
1. Submittals which are not required, or which are submitted without Contractor's approval, will not be processed by Water Distribution Superintendent but will be returned to Contractor for compliance with Contract Document requirements.
  2. In that event, it shall be deemed that Contractor has not complied with requirements of the Contract Documents, and Contractor shall bear responsibility for all delays as if no submittals had been submitted.

### 1.03 GENERAL SUBMITTAL REQUIREMENTS

- A. Scheduling: Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, subcontractors, and in job progress schedule), show principal work - related submittal requirements and time schedules for coordination and integration of submittal activity with related work.
- B. Coordination and Sequencing:
1. Coordinate preparation and processing of submittals with performance of the work, so that work will not be delayed by submittals. Submittals shall be received by the Water Distribution Superintendent at least ten (10) working days in advance of commencing the applicable work. No work may begin on those items prior to final approval of the submittals by the Water Distribution Superintendent.
  2. Coordinate and sequence different categories of submittals for same work and for interfacing units of work, so that one will not be delayed for coordination with another.

3. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.
- C. Provide submittal material of types indicated in individual Sections of this Project Manual.
1. Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal name, and similar information to distinguish it from other submittals.
  2. Show Contractor executed review, clearly exhibiting check marks and stamped approved marking acceptance, and provide space for Water Distribution Superintendent's review or action marking.
  3. Do not allow required shop drawing copies to be used in connection with the Work without appropriate final "Action" markings by Water Distribution Superintendent.
- D. Provide submittals as follows:
1. Each submittal shall be submitted with the cover sheet issued by the Water Distribution Superintendent (sample included at end of this Section).
  2. Number all submittals with assigned numbers from submittal log.
  3. Sign and date, with Contractor's review stamp on each sheet of submitted material indicating that submittal is in conformance with Contract Documents.
    - a. On submittals containing numerous small sheets, such as hardware schedules and product data, Contractor shall "review stamp" the submittal cover sheet.
    - b. Submittals received without Contractor's stamp will be returned "No Action Taken."
  4. Provide submittals for equipment in a given system at one time, each complete set under separate cover.
  5. When manufacturer's or fabricator's brochures, literature, and data sheets are submitted, identify clearly the system or product specified from other systems or products contained within preprinted information.
    - a. All options to be included shall be clearly identified.
    - b. Suppliers' letters will not be considered or acted on instead of manufacturer's printed information and instructions.
  6. Indicate types, gauges, style, finishes, etc., of materials on submittals.

- a. Include sufficient data to permit a detailed study of product or system submitted.
  - b. Include manufacturer's installation instructions and test reports where applicable.
7. Mark each submittal to clearly indicate use for which product, material, or procedure is being submitted.
8. Mark each item submitted with the applicable page and paragraph number of the Specification Section and/or the detail and sheet number of the Contract Drawings.
9. Piping, conduit, equipment, etc., submittals shall be accompanied with support/suspension information intended to be used for installation.
10. Efforts will be made to expedite submittals marked as "rush," provided all submittals are not marked "rush."
- a. Transmittals/submittals marked "rush" and sent by regular mail will not be given preferential attention.
  - b. Suppliers' letters will not be considered or acted on instead of manufacturer's printed information and instructions.

#### 1.04 ACTION ON SUBMITTALS

- A. Water Distribution Superintendent's Action: Water Distribution Superintendent will review each submittal, mark with "Action" and return within ten (10) calendar days from date of receipt.
- B. Where submittal must be held for coordination with other submittals, Contractor will be so advised without delay.
- C. Action markings shall be interpreted as follows:
  1. "No Exception Taken": Work may proceed, provided it complies with Contract Documents.
  2. "Exceptions Noted": Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents.
  3. "Revise and Resubmit" or "Rejected": Do not proceed with Work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking.
- D. The Water Distribution Superintendent will return reviewed submittals electronically via e-mail to a designated address provided and managed by Contractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 SUBMITTAL LOG

A. PURPOSE

1. Identify products/materials to be used on the Project and manufacturer/brand and subcontractor responsible for installation of same.
2. Define submittal number, description, type, and quantity of submittals required.
3. Monitor status of submittal as they proceed through the review process.
4. Ensure, insofar as possible, that the Project will not be adversely affected by the submittal review process.

B. WATER DISTRIBUTION SUPERINTENDENT'S RESPONSIBILITIES

1. Prepare a submittal log of items which the Contractor is required by specifications to submit for review (see attached sample).
2. Designate submittal number, submittal type, description and quantity, for each entry requiring a submittal.
3. Input information supplied by the Contractor onto the submittal log.
4. Tabulate submittal dates on log, show "Action" taken/required and show status of submittals.
5. Distribute updated copies of log on a monthly basis.
6. Return reviewed submittals electronically via e-mail to a designated address provided and managed by Contractor.

C. CONTRACTOR'S RESPONSIBILITIES

1. Within ten (10) working days after receipt of Submittal Log from Water Distribution Superintendent, provide information in Columns marked "SUB CONTR NAME", "SUPPLIER", "DATE SCHED", and "MATL DATE" and return for review. Submit electronically via e-mail.
2. Provide Water Distribution Superintendent with red marked copy of log showing any necessary changes to "Scheduled Dates" on a bi-monthly basis. Submit electronically via e-mail.

3. Refer to attached SAMPLE for format.

D. DEFINITION OF COLUMN LABELS AND ABBREVIATIONS USED

1. SUBMITTAL NUMBER: (Information supplied by the Water Distribution Superintendent)

Based on Specification Section - Number consecutively.

Example: For Section 05400 - The first submittal would be numbered 05400-001. Should this submittal need to be resubmitted, the new submittal would be numbered 05400-001.1, and so on.

2. SEQ NUMBER:

a. This sequentially identifies each submittal by particular item. The first submittal would be numbered 1. Should this submittal need to be resubmitted, the new submittal would be numbered 1.1 and so on.

3. DESCRIPTION: (Information supplied by Water Distribution Superintendent)

a. This will identify specifically the material to be submitted. A list of submittal types is included below.

4. SUBCONTR NAME: (Information supplied by the Contractor).

a. If the general Contractor is submitting this for a subcontractor, that firm's name would be entered here.

5. SUPPLIER: (Information supplied by the Contractor).

a. The supplier/manufacturer name should be entered here. Example: "General Electric".

6. SUB TYPE: (Information supplied by the Water Distribution Superintendent)

a. This indicates the submittal type:

PRDT - Product Data

SHDG - Shop Drawings

SAMP - Samples

INST - Installation Instructions

TSRP - Test Reports

WARR - Warranties

CLDC - Close-out Documents (O&Ms, As-Builts, etc.)

OTHR - Special requirements dictated by certain projects

7. FORMAT: (Information supplied by the Water Distribution Superintendent)

a. Refers to the required format of the submittals: electronic, hard

copy or both

8. DATE SCHED: (Information supplied by the Contractor).
  - a. Prior to sending any submittals, the Contractor will supply an anticipated date the submittal will be sent. This is used by the Water Distribution Superintendent to schedule work load in order to return submittals in a timely manner.
9. DATE REC (Information supplied by Water Distribution Superintendent)
  - a. This refers to the date the submittal was received by the Water Distribution Superintendent.
10. DATE TO CONTR (Information supplied by Water Distribution Superintendent)
  - a. This refers to the date that the Water Distribution Superintendent returned the submittal to the Contractor.
11. MATL DATE: (Information supplied by the Contractor).
  - a. This refers to the date that the material/equipment is scheduled to be delivered to the Job Site.
12. ACTION (Information supplied by Water Distribution Superintendent)
  - a. This reflects the review stamp that is marked by the Water Distribution Superintendent  
NET - No Exceptions Taken  
SSI – Submit Specified Item  
MCN – Make Corrections Noted  
R&R - Revise & Resubmit  
REJ - Rejected
13. STATUS (Information supplied by Water Distribution Superintendent or Contractor)
  - a. This refers to the current status of the submittal as of the date printed.  
NR -NOT RECEIVED: Submittal has not be received from the Contractor.  
PEND - PENDING: Has been received and is under review.  
COMP - COMPLETE: Has been received, marked either No Exception Taken or Exceptions Noted and therefore does not require further submittal.  
R&R - REVISE AND RESUBMIT: Has been received, reviewed, and marked either Revise & Return or Rejected, therefore requiring a resubmittal.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the requirements of above provisions shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

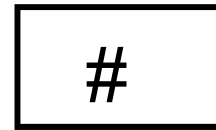
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CITY OF VALLEJO SUBMITTAL COVER SHEET



DATE SUBMITTED: \_\_\_\_\_ DATE RECEIVED BY CITY: \_\_\_\_\_

WATER DEPARTMENT PAVEMENT PATCH PROGRAM

PROJECT NUMBER: \_\_\_\_\_ SUBMITTAL NUMBER: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

Contractor Review Stamp

Water Distribution Superintendent  
Review Stamp

Remarks: \_\_\_\_\_

Contractor: \_\_\_\_\_  
SIGNATURE PRINTED NAME

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## SECTION D.0600 - EXISTING UTILITIES

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work shall consist of coordinating with the utility agencies for relocation or adjustment of utilities.

#### 1.02 CALIFORNIA ADMINISTRATIVE CODE

- A. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, section 1540 states:
  - 1. "Prior to opening and excavation, effort shall be made to determine whether underground installations; i.e., sewer, water, gas, electric lines, storm drain, cable TV, telephone, and fiber optics, will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation."

#### 1.03 PUBLIC UTILITIES AFFECTED:

- A. The list includes, but is not limited to the following:
  - 1. Electrical: Pacific Gas & Electric
  - 2. Gas: Pacific Gas & Electric
  - 3. Water Service: City of Vallejo has jurisdiction over water systems.
  - 4. Drainage & Sanitary Sewer: The Vallejo Flood and Wastewater District (VFWD) has jurisdiction over drainage and sanitary sewers in the area.
  - 5. Roads: The City of Vallejo has jurisdiction over roads in the area.
  - 6. Cable Television: Comcast Communications, Inc. It should be noted that where overhead service to a structure that has service does not exist then underground service shall be assumed to exist.
  - 7. Telephone: AT&T - It should be noted that where overhead service to a structure, known to receive service, does not have overhead service, then underground service shall be assumed to exist.
- B. For assistance with location of underground telephone facilities, call Underground Service Alert (USA) of Northern California at (800) 227-2600.

## PART 2 MATERIALS

### 2.01 CONCRETE SLURRY

- A. Concrete slurry backfill shall be a 2-sack pea-gravel mix that attains 3,000 psi in 7 days.

### 2.02 CONSTRUCTION SAND

- A. Clean, washed, construction sand shall be utilized as initial backfill a minimum of 2 inches around the exposed utility prior to backfill with concrete slurry.

## PART 3 EXECUTION

### 3.01 EXISTING UTILITIES

- A. The work performed in connection with various existing utilities shall conform to the provisions in Section 5-1.36, "Property and Facility Preservation," Section 7-1.05, "Indemnification," Section 7-1.06, "Insurance," of the Standard Specifications and these technical specifications.

### 3.02 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall be cognizant of the existing utility lines in the proximity of the work area and take precautions, as necessary, to not disturb these facilities.
- B. It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Water Distribution Superintendent assumes no responsibility therefor. Whenever such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify Underground Service Alert (USA) at (800) 227-2600 prior to excavation.
- C. It is the Contractor's responsibility to coordinate with the utility agencies for relocation or adjustment of utilities.
- D. It shall be the Contractor's responsibility to mark excavation areas and to notify the Underground Service Alert (USA) at 800-227-2600 at least five (5) working days prior to beginning excavation in any area. Also, cable TV shall be contacted three (3) working days prior to excavation.
- E. The Contractor shall pothole for potential utility conflicts where directed by the Water Distribution Superintendent prior to commencing roadway asphalt removal or demolition of facilities. The potholing shall be done

sufficiently ahead of the installation or construction of facilities so that the Water Distribution Superintendent has at least five (5) working days to address any conflicts.

- F. The Contractor shall be responsible to coordinate with the various utility agencies to become familiarized with all known underground utility obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating their actual existence. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.
- G. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience or in order to facilitate the Contractor's construction operations, where rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the technical specifications, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.
- H. Laterals and service lines encountered, whether shown or not shown on the plans, shall be handled as required by the governing utility and any effect on the project due to their presence shall not constitute a claim for additional compensation.
- I. Pothole and verify location of existing water lines under the supervision of the City Water Department. Call forty-eight (48) hours before start of work close to water main. Pothole and verify location of existing utilities under the supervision of utility representatives, as appropriate.
- J. All existing utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the local agency engineer, at the Contractor's sole expense prior to acceptance of job. Any damage to the City water lines shall be repaired to meet City of Vallejo specifications and Utility Director's approval.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for conforming to the requirements of this section, including underground utility locating, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

END OF SECTION

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## SECTION D.0700 - TRAFFIC AND ACCESS CONTROL

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work shall include furnishing all labor, materials, equipment, tools, and incidentals and performing all operations in connection with the installation of temporary advance warning and construction signs, flagging, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and traffic during all phases of construction.
- B. This work shall also include taking necessary means to provide (at a minimum) access at driveway entrances by the end of each work day and access to crosswalks at intersections not under construction and providing access to one crosswalk northbound/southbound and one crosswalk eastbound/westbound at four-way intersections under construction with the use of flaggers.**
- C. The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City or the Water Distribution Superintendent may deem necessary to protect the public and property.
- D. Attention is directed to Sections 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the Standard Specifications.

### PART 2 MATERIALS

- A. All traffic control devices, including furnishing and installation, shall conform to the latest provisions of the California Manual on Uniform Traffic Control Devices (California MUTCD) and Section 12, "Temporary Traffic Control", of the Standard Specifications and these technical specifications.

#### 2.02 MAINTAINING TRAFFIC

- A. The Contractor shall schedule, stage, and conduct all construction operations with regard to public convenience and in a manner to provide for the safe and expeditious movement of traffic. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regard to the rights of the public.
- B. To minimize the disruption to public traffic, the Contractor shall:



1. Permit local traffic to pass through the work area with the least possible inconvenience or delay.
2. Repair or remove any condition resulting from the work that might impede traffic or create a hazard.
3. Keep existing roadway lighting systems in operation throughout the construction work.
4. The full width of the traveled way shall be open for use by public traffic on designated legal holidays and when construction operations are not actively in progress.

### 2.03 TRAFFIC CONTROL DEVICES

- A. If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.
- B. When lane closures are set for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.
- C. The Contractor shall check the location of traffic control devices at the beginning of each workday and periodically throughout the workday to ensure that the devices are properly placed and maintained.

### 2.04 PARKING RESTRICTIONS

- A. Posted notification a minimum of 72 hours in advance of restricted parking is required for all areas authorized for no parking. To legally tow vehicles parked in posted construction zones, the 72 hour advance notification is required.
- B. The duration of parking restrictions shall be as approved by the Water Distribution Superintendent.
- C. Personal vehicles of the Contractor's employees shall not be parked on the paved shoulders or the traveled way, including any section closed to public traffic.

### 2.05 FLAGGING

- A. The Contractor must provide all flag persons necessary for the direction of public traffic either through or around the work, including but not limited to providing a flag person at all times during the unloading of concrete or asphalt trucks.
- B. Flaggers shall not be used during the hours of darkness unless authorized by the City.

## 2.06 OPEN EXCAVATIONS

- A. Barricades with functional flashing beacons and caution tape shall be placed at each excavation site and left until the Water Distribution Superintendent deems there is no longer a hazard.
- B. Contractor shall provide access across excavated driveway entrances by the end of each work day, including furnishing and installing temporary asphalt transitions.
- C. Contractor shall provide steel plates or wooden boards to cover any open excavation in the sidewalk or curb ramp area where access is required. Wooden boards shall have sufficient strength to support a 400lb. live load.

## 2.07 LANE CLOSURE AND DETOUR TRAFFIC CONTROL SYSTEMS

- A. Contractor shall be responsible for all aspects of lane closures or detouring traffic around the construction zones during cold milling, paving, concrete pouring and any operation that will continuously obstruct or stop traffic within a work day, including placement of 72 hour advance warning signs with date of detour noted.
- B. Detour plans shall be submitted for City review and approval prior to initiation of construction activities that require a detour.
- C. Lane closures shall not be permitted on Saturday, Sunday, or legal holidays except by the express written permission of the Water Distribution Superintendent.
- D. Maintain a minimum of one two-way travel lane with flaggers or a minimum of two travel lanes without flaggers. Travel lanes shall be 11 feet wide minimum.

## 2.08 NOTIFICATIONS

- A. The Contractor shall notify local authorities of the need for lane closure(s) and/or construction delays and cooperate with local authorities relative to handling traffic through the area and make his own arrangements relative to keeping the working area clear of parked vehicles. After the first working day, the Contractor shall keep the Water Distribution Superintendent and

local authorities updated on a daily basis. Local authorities to notify include:

1. City Engineer (707-648-4315)
  2. City of Vallejo Police Department (707-648-4321)
  3. U.S. Postal Service (707-558-1834)
  4. City of Vallejo Fire Department (707-648-4526)
  5. Waste Disposal Service (Recology Vallejo) (707-552-3110)
  6. Ambulance Service (911)
- B. Detour plans shall be submitted for City review and approval prior to initiation of construction activities that require a detour.
- C. Lane closures shall not be permitted on Saturday, Sunday, or legal holidays except by the express written permission of the Water Distribution Superintendent.
- D. Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to driveways, the Contractor shall notify the affected residents in writing, at least seventy-two (72) hours in advance and close driveways only by prior scheduled arrangement with the owners/tenants. Prior to the closure of driveways, the Contractor shall coordinate with and notify the property owner or resident at least twice for such closure.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for “Traffic Control” as contained in shall include full compensation for furnishing all labor (including preparation of the Traffic Control Plan and flaggers when necessary), materials (including flashing arrow signs, barricades, door hangers and temporary traffic delineation), tools, equipment, and incidentals and for doing all the work involved in traffic control, complete in place, including all work necessary to provide for the convenience & safety of the public, temporary pedestrian passage (ramps, walkways, etc.), steel plates, wood covers, and to facilitate the performance of the contract work as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Engineer, and shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

- B. Full compensation for flagging costs shall be considered as included in the prices paid for the various contract items of work involved for "Traffic Control" and no additional compensation will be allowed therefor. The shared cost for providing flagging as specified in Section 12-1.03, "Flagging Cost", of the Standard Specifications, shall not apply.
- C. The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Water Distribution Superintendent and will be made on the basis of the cost of the increased or decreased traffic control necessary.
- D. Full compensation for furnishing labor, materials, and equipment for installing means of vehicular access across open asphalt excavations at driveway entrances by end of work day, including temporary asphalt transitions shall be considered as included in the prices paid for the various contract items of work involved for, "Traffic Control", and no separate payment will be made therefor.

END OF SECTION



## SECTION D.0900 - RECYCLING & WASTE MANAGEMENT PLAN (WMP)

### PART 1 GENERAL

#### 1.01 WASTE MANAGEMENT PLAN (WMP)

- A. The City of Vallejo is making an effort to recycle or to salvage the materials for this project. A Waste Management Plan (WMP) is required for this project. Many of the demolition materials of this project, such as asphalt concrete and Portland cement concrete can be recycled or reused.
- B. The Contractor is required to list in the WMP the materials that will be recycled, reused or disposed, resulting from the project. The Contractor is required to recycle or reuse a minimum of **95%** of demolition debris generated by this project. Hazardous materials shall be discounted in the calculation of recycle or reuse requirement.
- C. The Contractor shall be responsible for all aspects of recycling all concrete and asphalt removed as a result of doing the required work. For this section recycling shall mean reuse of material in another manufactured product or reuse as some form of building or paving material. Reuse by an established recycling firm is an acceptable method of recycling, subject to approval by the Water Distribution Superintendent. Use as daily cover material in a landfill is also an acceptable method of recycling.
- D. The Waste Management Plan (WMP) shall indicate:
  - 1. The total weight of project debris, by materials type, generated.
  - 2. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling.
  - 3. The vendor or facility that the Contractor proposes to use to collect or receive that material.
  - 4. The weight of demolition materials that will be land filled.
  - 5. Project square footage.
- E. If the Contractor shall experience unique circumstances that the Contractor believes make it infeasible to comply with the City's diversion requirement, the Contractor may apply for an exemption at the time that he or she submits the WMP.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

3.01 WASTE MANAGEMENT

- A. The Contractor shall be responsible for locating a suitable disposal site approved by the Water Distribution Superintendent for disposing of all non-recyclable material. When non-recyclable material is to be disposed of at a location other than at the nearest proper landfill site, the Contractor shall obtain written authorization from the property owner on whose property the disposal is to be made and he shall file with the Water Distribution Superintendent said authorization together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. If the dumpsite is within the City limits, the property owner must obtain a grading permit when applicable.
- B. The Contractor shall be responsible for locating a recycling firm and/or recycling site for approval by the Water Distribution Superintendent for reuse of all concrete and asphalt rubble. The Contractor shall provide the City with weight certificates or other approved form of quantity certification for all material recycled.
- C. The Contractor shall be responsible for all aspects of recycling all asphalt and concrete removed as a result of doing the required work. Recycling shall mean reuse of material in another manufactured product or reuse as some form of building or paving material. Reuse by an established recycling firm is an acceptable method of recycling, subject to approval by the Water Distribution Superintendent. Use as daily cover material in a landfill is also an acceptable method of recycling.

3.02 WASTE MANAGEMENT PLAN (WMP)

- A. To fulfill the requirement of the WMP, the Contractor is required to separate the demolition debris. By sorting on-site into distinct containers or stockpile for each type of material proposed to be reused or recycled, as well as separate container for refuse.
- B. After segregation and prior to transport, Water Distribution Superintendent shall inspect containers or stockpile for each type of material to be reused or recycled.
- C. Contractor shall fill out and submit Waste Management Plan sheet and table to Water Distribution Superintendent upon completion of transport of

demolition materials to recycling facility. Contractor shall ensure that facilities provide them with recycling and / or disposal receipts to compile and submit to City as supporting documentation for WMP.

#### PART 4 MEASUREMENT AND PAYMENT

##### 4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for complying with the requirements of the above provisions, including preparing and adhering to a Waste Management Plan (WMP) securing a dump site, securing a method of recycling concrete and asphalt, sorting, separating, hauling, removing, and disposing of or stockpiling materials, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.
- B. Documentation, including receipts showing actual weights of all material recycled, salvaged and disposed must be submitted on a regular basis before issuance of payments for all concrete removal and concrete construction items of work.

END OF SECTION



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**CITY OF VALLEJO  
WASTE MANAGEMENT PLAN**

The required goal is to reuse or recycle at least **RECYCLING GOAL-95%** of project waste.

Use tons or cubic yards to quantify total estimated waste and percentages for materials. Ask your hauler, recycler or site cleanup vendor to assist you with this plan. Receipts of all recycling and disposal must be submitted after project completion.

Project Name: **WATER DEPARTMENT PAVEMENT PATCH PROGRAM**

Location: Various locations throughout the city of Vallejo water distribution system

Type of Project:

- New Construction
- Demolition (Portland Cement Concrete and Asphaltic Concrete Removal)
- Renovation

Type of Construction: (concrete, steel, etc.) \_\_\_\_\_

Value of Project: \_\_\_\_\_

Bidder: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / FAX: \_\_\_\_\_

Questions regarding recycling: Call Derek Crutchfield, Recycling Coordinator at (707) 648-5346.

Submit this form and the attached Waste Management plan to the Water Distribution Superintendent prior to invoice.

**Sheet 1 of 2**

**CITY OF VALLEJO  
WASTE MANAGEMENT PLAN FOR**

Project Name: **WATER DEPARTMENT PAVEMENT REHABILITATION PROGRAM**

Materials	Total Percentage of Materials	Percentage Reused/ Recycled Materials	Percentage Disposed Materials	Collection Hauler/ Facility	Actual Waste Amount/ Comments (attach receipts)
Asphalt/ Concrete					
Dirt					
Brick/ Masonry					
Wood					
Metals					
Other (painted wood, drywall)					
TOTAL					
	<i>This column should total 100%</i>	<i>This column should total at least: <b><u>RECYCLING</u></b> <b><u>95%</u></b></i>			

If the Contractor was unable to recycle Pavement Rehabilitation Project, please provide an explanation: \_\_\_\_\_

Other comments: \_\_\_\_\_

**I CERTIFY THAT THE ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Sheet 2 of 2**

## **SECTION D.1000 – WATER POLLUTION CONTROL**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. Water pollution control work shall conform to the provisions in Section 13, “Water Pollution Control,” of the Standard Specifications and these technical specifications, except that Section 13-3, “Stormwater Pollution Prevention Plan”, of the Standard Specifications shall not apply.
- B. Under no circumstances shall water contaminated with sediment or other pollutants be allowed to enter the storm drain system or other drainage courses. Contractor shall clean up all surfaces contaminated by construction operations that could pollute stormwater runoff.
- C. The Contractor is required to prepare a Water Pollution Control Plan (WPCP) and implement the plan once approved by the Water Distribution Superintendent.
- D. Conformance with the provisions in this section shall not relieve the Contractor from the Contractor’s responsibilities as provided in Section 7, “Legal Relations and Responsibility to the Public”, of the Standard Specifications.

### **PART 2 MATERIALS**

- A. All materials used for Best Management Practices (BMPs) shall be featured in the WPCP and shall be acceptable methods of storm water management and pollution control.
- B. Water pollution control work shall conform to the requirements in the “Construction Site Best Management Practices (BMPs) Manual”, dated May 2017 issued by the State of California Department of Transportation and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the “Handbook”. As an alternative, the Contractor can utilize the California Stormwater Quality Association (CASQA) BMP fact sheets instead of the Handbook fact sheets.

### **PART 3 EXECUTION**

- A. The WPCP shall be designed to address the following objectives:
  - 1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity are controlled;

2. All non-storm water discharges and pollutants are identified and either eliminated, controlled, or treated;
  3. Site BMPs are effective and result in the reduction or elimination of pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the appropriate standard required by the Handbook.
- B. The WPCP shall include information that supports the selections, use, and maintenance of BMPs.
- C. The WPCP shall be available at the construction site during working hours while construction is occurring and shall be made available upon request by a State or Municipal Inspector.
- D. In addition, the Contractor shall observe the following guidelines:
1. No concrete work or asphalt concrete paving while it is raining.
  2. Store materials as required under 13-4.03C, "Material Management" of the Standard Specifications.
  3. Cover inlets and manholes when paving, grinding, or saw cutting in conformance with the provisions in Section 13-4.03E(7), "Paving, Sealing, saw cutting, Grooving, and Grinding Activities", of the Standard Specifications.
  4. Place drip pans or absorbent materials under equipment when not in use.
  5. During wet weather store equipment indoors or cover with tarp or other waterproof covering.
  6. Sweep site daily to prevent sand, gravel, or excess asphalt from entering or being transported by rain into the storm drain system.
  7. Keep ample water pollution materials on-site, including drip pans, absorbent materials, waterproof covering materials, filter fabric, gravel bags, etc. Unused materials should be stored in such a manner that they are kept free of debris and sediment and out of the rain.
  8. Soil stabilization practices and sediment control measures shall be provided at all times.
- E. **Do not wash out concrete trucks into storm drains, open ditches, streets, streams, or unprotected unpaved areas.**
1. The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMPs:

- a. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
  - b. Avoid mixing excess amounts of portland cement materials. Dispose of any excess materials properly.
2. Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system.
  3. For on-site washout, adhere to the following requirements:
    - a. Locate washout area at least fifty (50) feet from storm drains, open ditches, or other water bodies.
    - b. Confine run-off from the washout area by constructing a temporary pit or bermed area large enough for the liquid and solid waste, covered completely with two layers of waterproof material.
    - c. After the concrete sets, dispose of the remaining debris, water, and other waste properly.
    - d. Do not washout onto dirt area. Soil contaminated with concrete debris or concrete waste water must be excavated completely and disposed of offsite at the Contractor's expense.
    - e. Washout recycled aggregate base only within on-site washout area.
- F. The Contractor shall know and full comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.
  - G. Unless arrangements for disturbance of areas outside the project limits are made by the City and part of the contract, it is expressly agreed that the City assumes no responsibility whatsoever to the Contractor or property owner to allow disturbance of areas outside the project limits.
  - H. The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section, including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. Costs and liabilities include, but are limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.
  - I. The Water Distribution Superintendent may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section.

## J. TEMPORARY STORM DRAIN INLET PROTECTION

1. Temporary storm drain inlet protection shall be constructed, installed, maintained, and removed at all drainage inlets within the boundaries of the project. The Contractor shall select the appropriate drainage inlet protection to meet the conditions around the drainage inlet. Throughout the duration of the contract, the Contractor shall provide protection to meet the changing conditions around the drainage inlet.
2. Temporary Drainage Inlet Filters: The Contractor shall furnish, install, maintain and remove drainage inlet filters suitable for installation on existing storm drain inlets for removal of sedimentation and debris from water flow into the drainage inlets within the boundaries of the project and as directed by the Water Distribution Superintendent. Temporary Drainage Inlet Filters shall be installed at all storm drain inlets within or adjacent to the project limits. Temporary drainage inlet filter shall be obtained from a commercial manufacturer, as approved by the Water Distribution Superintendent.
3. Sediment Filter Bags: Sediment filter bags shall be installed by removing the drainage inlet grate, placing the sediment bag in the opening, and replacing the grate to secure the sediment filter bag in place.
4. Removal: When the temporary drainage inlet protection is no longer required the protection materials shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications.
5. Maintenance: Temporary drainage inlet protection shall be maintained to provide sediment holding capacity and to reduce runoff velocities. Temporary drainage inlet protection shall be repaired or replaced immediately if damage occurs.
  - a. Sediment deposits, trash, and debris shall be removed from temporary drainage inlet protection as needed or when directed by the Water Distribution Superintendent. Removed sediment shall be deposited within the project limits so that the sediment is not subject to erosion by wind or by water. Trash and debris shall be removed and disposed of in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," of the State Standard Specifications. All Sediment Filter Bags shall be removed at the conclusion of the project.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for "Water Pollution Control" as contained in shall include furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of,

revising, amending, and implementing the water pollution control plan and maintaining best management practices (BMP's), and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water and waste management and materials pollution water pollution control practices, except those shown on the plans and for which there is a contract item of work, as specified in plans, the Standard Specifications, and the technical specifications, and as directed by the Water Distribution Superintendent and shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

END SECTION



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## SECTION D.1500 - AGGREGATE BASE

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work shall consist of furnishing, placing and compacting Class 2 aggregate base (rock cushion) as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.

### PART 2 MATERIALS

#### 2.01 AGGREGATE BASE

- A. Aggregate Base shall be Class 2, 3/4-inch maximum aggregate and shall conform to Section 26, "Aggregate Bases," of the Standard Specifications and these technical specifications.

### PART 3 EXECUTION

#### 3.01 GENERAL

- A. Prior to excavation for aggregate base section, Contractor shall contact Underground Service Alert for identification of underground facilities, including water, sewer, and storm drain lines.
- B. The Contractor shall ensure the sub-base or subgrade is compacted to 95% relative density before placing aggregate base.

#### 3.02 PLACEMENT

- A. The aggregate base shall be placed and graded as necessary to conform to grade of proposed surfacing.

#### 3.03 WATERING

- A. Contractor shall provide water to moisturize aggregate base rock as necessary to obtain the required compaction.

#### 3.04 COMPACTION

- A. The relative density of each layer of compacted aggregate base rock material shall be not less than 95 percent within roadway, including under curb and gutter, and not less than 90 percent within sidewalk areas. Testing shall be as determined by the ASTM D-1557 test method.

- B. Compaction testing of the work shall be at the direction of the Water Distribution Superintendent. Initial compaction testing will be the responsibility of the Water Distribution Superintendent. However, the Contractor shall be responsible for all costs associated with the retesting of areas which fail to meet the specified densities.
- C. The maximum compacted thickness of any one layer of aggregate base must not exceed 6 inches.

### 3.05 PORTABLE WATER VEHICLES

- A. The Contractor shall provide and operate a portable water vehicle to deliver water for general construction purposes and material moisture conditioning (such as aggregate base rock), for equipment and general dust control. The Contractor shall be continuously prepared to utilize portable water vehicle throughout the course of the project to immediately mitigate airborne dust nuisance.
- B. Full compensation for furnishing , hauling and operating a portable water vehicle (such as a water truck), including the water, shall be considered as included in the various contract items of work and no additional compensation will be allowed therefor.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

- A. Full compensation for Class 2 Aggregate Base, including furnishing, transporting, storing, placing, moisturizing, and compacting aggregate base, shall be considered as included in the prices paid for the various contract items of work involved and no separate payment will be made therefor.

END OF SECTION

## SECTION D.1600 - HOT MIX ASPHALT (TYPE A)

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work shall consist of removal of existing asphalt road surface by way of cold milling, sawcutting, or by use of other equipment as becomes necessary, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.
- B. Throughout all aspects of work involved in this section, Contractor shall provide the necessary equipment and labor to sweep and clean the work areas before allowing traffic to pass and before the end of each work day.
- C. Attention is directed to Section D.0900, "Recycling & Waste Management Plan (WMP)" of these technical specifications.

### PART 2 MATERIALS

#### 2.01 ASPHALT CONCRETE

- A. Hot mix asphalt, related products and paving work shall comply with Section 39, "Hot Mix Asphalt", of the 2010 Standard Specifications.
- B. Hot mix asphalt (HMA) for surface course paving shall be **Type A, 1/2-inch aggregate gradation**, with bituminous binder of steam-refined paving asphalt of PG 64-10 viscosity.

#### 2.02 TEMPORARY ASPHALT CONCRETE

- A. Temporary asphaltic cutback shall conform to Bay Area Air Quality Management District's Regulation 8, Rule 15, entitled "Cutback Asphalts."

### PART 3 EQUIPMENT

#### 3.01 TRANSPORTING EQUIPMENT

- A. Transporting equipment shall be end, bobtail trucks. The asphalt concrete mixture shall be transported from the plant to the work site in sealed vehicles, previously cleaned of all foreign materials and shall be covered with canvas or other suitable material approved by the Water Distribution Superintendent. In case oil is used to prevent the adhesion of the mixture to the bed of the vehicle, an excess of oil shall not be permitted. No loads shall be sent out so late in the day as to interfere with spreading and

compacting the mixture during daylight.

- B. All trucks transporting HMA shall use approved City Truck Routes. Contact the City for the latest approved routes.

### 3.02 COMPACTING EQUIPMENT

- A. The Contractor shall furnish compacting equipment with capability to obtain a minimum relative asphalt density of 95 percent and surface finishing as required by these specifications.

### 3.03 COLD MILLING (COLD PLANING) / GRINDING EQUIPMENT

- A. Cold milling / planing machines shall be equipped with a cutter head not less than 36 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation. Cold planing machine shall be a motorized pavement milling machine consisting of tractor unit mounted on hydrostatically driven crawler track assemblies with reclaiming conveyor. The cutting units shall be direct drum drive. The cutting chamber shall be enclosed and shrouded. The machine shall be equipped with automated depth and slope controls for the cutter assembly. The cutter assembly shall be independent of the main suspension system with reclaiming conveyor.
- B. Transporting Equipment - Transporting equipment shall be end or bottom dump trucks. The asphalt concrete mixture shall be transported from the plant to the work site in sealed vehicles, previously cleaned of all foreign materials and shall be covered with canvas or other suitable material approved by the Water Distribution Superintendent. In case oil is used to prevent the adhesion of the mixture to the bed of the vehicle, an excess of oil shall not be permitted. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight.
- C. Spreading Equipment - In addition to the requirements in Section 39 of the Standard Specifications, equipment for paving shall be track mounted with automatic side slope of screed. The paver shall be equipped with automatic screed controls and a sensing device or devices that will reproduce the grade in the new asphalt layer within a 0.01-foot tolerance. The asphalt paver shall be equipped with automatic vibration on the screed and the screed shall be solid at full width. The asphalt paver shall be equipped with extended end gates.
- D. The use of asphalt windrow pickup spreading machines will be allowed on this project.

- E. When paving contiguously with previously laid asphalt, the end of the screed adjacent to the previously laid asphalt shall be controlled by a sensor that responds to the grade of the previously laid asphalt and will reproduce the grade in the new asphalt layer within a 0.01-foot tolerance. The end of the screed farthest from the previously laid asphalt shall be controlled in the same manner as when placing the previously laid asphalt.
- F. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-1.12B, "Straightedge," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.
- G. Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.
- H. Paving machines smaller and less sophisticated than what is required for placing HMA will be permitted for spreading asphalt in narrow dig outs subject to approval by the Water Distribution Superintendent.
- I. Compacting Equipment - The Contractor shall furnish a sufficient number of rollers to obtain a minimum relative asphalt density of 97 percent and surface finish required by these specifications.
- J. All rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels. A parting agent that will not damage the asphalt mixture, as determined by the Water Distribution Superintendent, may be used to aid in preventing the sticking of the mixture to the wheels. If the contractor chooses to use a parting agent rather than water, the contractor must submit the parting agent product to the Water Distribution Superintendent for approval prior to beginning work.

## PART 4 EXECUTION

### 4.01 DRIVEWAY ACCESS

- A. Means of vehicular access shall be provided to all driveways over the work area at the end of each work day, including furnishing and installing temporary asphalt transitions and/or steel plates in conformance with Section D.0700 Traffic and Access Control elsewhere in these special provisions and as directed by the Water Distribution Superintendent.

#### 4.02 PROTECTION OF EXISTING FACILITIES AND PROPERTY

- A. The Contractor shall contact USA North at 811 or 800-227-2600, in advance so that all utilities are marked prior to beginning sawcutting and demolition work.
- B. Care shall be taken so that no vibrations or impacts which may damage adjoining properties are caused by the demolition and removal of concrete. All damage to private or public facilities and property during construction is the responsibility of the Contractor to repair at no cost to the City. Additionally, the Contractor is reminded to provide a continuously available source of dust control during the work.
- C. If, during the process of demolition or removal, any of the existing asphalt concrete to remain (and in sound condition free of pre-existing cracking) becomes cracked, chipped or broken during the course of work, it shall be saw cut again to provide a straight edge, and resulting material removed and replaced at the Contractor's expense.
- D. Care shall be taken to protect and work around and between existing utility boxes, subsurface utility lines, and traffic sign poles through the course of work involved under this section.

#### 4.03 ASPHALT/CUTBACK REMOVAL

- A. Where concrete is to be constructed adjacent to existing asphalt pavement, the existing asphalt pavement and underlying roadway material, measured from the concrete edge, shall be sawcut and a depth of four inches must be remove prior to forming of new concrete as shown on the plans.

#### 4.04 SAWCUTTING

- A. Where existing asphalt pavement and roadway base material is to be removed, the section of each area to be removed shall be sawcut full depth with an abrasive type saw to 12 inches away from existing concrete edge or to a distance directed by the Water Distribution Superintendent.
- B. Sawcutting work shall be accompanied by vacuuming for disposal of slurry waste in accordance with the Water Pollution Control Plan (WPCP).
- C. The Contractor shall sawcut neatly and orthogonally and employ appropriate technique and effort to prevent unnecessary lines from being cut past intended boundaries and shall make corrections as directed by the Water Distribution Superintendent.
- D. The Contractor shall cut on orthogonal neat lines and employ appropriate

technique and effort to prevent unnecessary cuts in pavement surfaces to remain, as directed by the Water Distribution Superintendent.

#### 4.05 BACKFILL & SURFACE PREPARATION

- A. The Contractor shall notify the Water Distribution Superintendent a minimum of 48 hrs. in advance for a field meeting, in order for the Contractor to mark the limits of existing asphalt removal (cold milling) under the direction of the Water Distribution Superintendent.
- B. The Contractor shall coordinate scheduling to notify Underground Service Alert (USA) for identification of utilities with the various areas of work.
- C. Exposed ground remaining after removal of existing pavement material shall be cleared of organic material and debris and thoroughly compacted to the satisfaction of the City Inspector.
- D. The surrounding street surface shall be cleaned and free of all deleterious and loose material prior to beginning installation of the new pavement section.
- E. All patch work and cold pavement planing shall be completed prior to pavement surface cleaning.
- G. Existing weeds and vegetation within the area of work shall be removed prior to paving operations.
- H. Hot Mix Type A 1/2 " furnished and installed to a depth of four inches.

#### 4.06 PAVING PREPARATION

- A. Exposed ground remaining after removal of existing pavement material shall be cleared of organic material and debris, and compacted to 95% relative compaction.
- B. The surrounding street surface shall be cleaned and free of all deleterious and loose material.
- C. A paint binder (tack coat) shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints against which HMA is to be placed, and to existing pavement to be surfaced., including leveling courses, and transverse and longitudinal joints of layers placed the same day and to other surfaces designated in the plans and by the Water Distribution Superintendent prior to placing a new asphalt surfacing on it. Prior to the application of paint binder (tack coat), the street shall be cleaned to the satisfaction of the Water Distribution Superintendent. Full



compensation for supplying and placing tack coat shall be considered as being included in the contract prices paid for asphalt concrete and no separate payment will be made therefor.

- D. The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. Paint binder and asphalt concrete tracked onto existing pavement surfaces, including but not limited to Portland cement concrete curb, gutter and sidewalk, shall be cleaned to the satisfaction of the Water Distribution Superintendent.
- E. The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 feet nor less than 5 feet. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.
- F. Before placing the layer adjacent to cold transverse construction, such joints shall be trimmed to a vertical face and to a neat line. Transverse joints shall be tested with a 12-foot straightedge and shall be cut back as required to conform to the requirements specified in Section 39 of the Standard Specifications. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Water Distribution Superintendent, in such a condition that the quality of the completed joint will be affected.

#### 4.07 TRANSPORTING ASPHALT CONCRETE

- G. The asphalt concrete mixture shall be transported from the plant to the work in tightly enclosed vehicles, previously cleaned of all foreign materials and shall be covered with canvas or other suitable material approved by the Water Distribution Superintendent. In case oil is used to prevent the adhesion of the mixture to the bed of the vehicle, an excess of oil shall not be permitted. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight.
- H. All trucks transporting HMA shall use approved City Truck Routes. Contact the City for the latest approved routes.

#### 4.08 FINISHING OF PAVEMENT

- A. Additional asphalt concrete surfacing material shall be placed along the

edge of the surfacing at private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Asphalt concrete placed in layers less than 0.15-foot in compacted thickness or widths of less than five (5) feet shall be spread and compacted with the equipment and by the methods specified in Section 39 of the Standard Specifications. Full compensation for furnishing all labor, tools and equipment and for doing all the work necessary to hand rake said conforms shall be considered as included in the contract prices paid per ton for the various contract items of HMA paving and no additional compensation will be allowed therefor.

- B. Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction.
- C. Compacting shall be performed in such a manner that cracking, shoving, or displacement will be avoided. The motion of the compacting equipment shall at all times be slow enough to avoid displacement of the hot mixture and any displacement occurring as a result of reversing the direction of the compacting equipment or from any other cause shall at once be corrected by the use of rakes and of fresh mixture where required. The contact surface of the compacting equipment shall be properly moistened to prevent adhesion of mixture, but an excess of water or other materials shall not be permitted.
- D. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities.
- E. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued and other acceptable equipment shall be furnished by the Contractor.
- F. If the finished surface of the asphalt concrete does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Water Distribution Superintendent. The corrective work shall be completed at the Contractor's expense.
- G. If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform

surface appearance

- H. Public traffic shall be permitted the use of the street area providing that such traffic does not interfere with the continuity of the paving operations. When street work operations are suspended, all equipment shall be removed from the portions of the streets that are to be used by public traffic. Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to said crosswalk shall be feathered to provide a smooth pathway for foot traffic. The pavement shall be protected from traffic until thoroughly cooled and set.
- I. Finishing roadway shall conform to Section 22 of the Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Water Distribution Superintendent.

#### 4.09 TEMPORARY ASPHALT

- A. Temporary asphalt shall be placed at the direction of the Water Distribution Superintendent.
- B. Temporary asphalt concrete shall be at the Contractor's option either Caltrans approved Type A or B asphalt concrete or asphaltic cutback.
- C. Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the right of way in accordance with the provisions of Section 14-10, "Solid Waste Disposal and Recycling".
- D. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.
- E. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 20:1 or flatter to the level of the planed area.

### PART 5 MEASUREMENT AND PAYMENT

#### 5.01 MEASUREMENT

- A. "Cold Plane Asphalt Concrete Pavement" shall be measured by the square

yard (SY). The quantity to be paid for will be the actual area of surface cold milled irrespective of the number of passes required to obtain the depth and width shown on the plans.

## 5.02 PAYMENT

- A. The contract price paid per square yard for “Cold Plane Asphalt Concrete Pavement (4-inch)” as contained in **Bid Item 1** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing asphalt concrete by excavation, complete in place, including asphalt concrete removal, recycling, hauling, disposal, and cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.
- B. The contract price paid per ton for “Hot Mix Asphalt (Type A)” as contained in **Bid Item 2** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing a (4-inch) depth of hot mix asphalt, complete in place, including hot mix asphalt, tack coat, asphaltic emulsion (paint binder), compaction, hauling, cleanup, and other incidental work, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.
- C. Full compensation for asphalt concrete plugs removed and replaced to facilitate the construction of curbs shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.
- D. Full compensation for furnishing labor, materials, and equipment for installing means of vehicular access across open asphalt excavations at driveway entrances by end of work day, including temporary asphalt transitions shall be considered as included in the lump sum price paid for “Traffic Control”, and no separate payment will be made therefor.
- E. Full compensation for furnishing a parting agent shall be considered as included in the contract price paid for the various contract items of work involved and no additional compensation will be allowed therefor.
- F. Full compensation for field coordination, including administration, labor, materials and field time required to coordinate with the City to mark the exact limits of asphalt removal, to measure quantities jointly in the field, to review incidental construction problems, punch list review meetings, and coordination with USA for identification of utilities within work areas shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

- G. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work for surface cleaning shall be considered as included in the contract unit prices paid for the various items of work and no additional compensation will be allowed therefor.
- H. Quantities of materials wasted or disposed of in a manner not called for under the Contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract, or material remaining on hand after completion of the work, will not be paid for. No compensation will be allowed for hauling and disposing of rejected material.

**Contract items in this section requiring measurement may not be paid until Contractor has coordinated a field meeting to complete measurement of respective work items jointly with the City.**

END OF SECTION

## SECTION D.1700 - CONCRETE

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work may consist of saw cutting, demolition and removal of existing Portland Cement Concrete (PCC or “concrete”) hardscape, excavation and removal of existing ground materials, grading and compaction of subgrade and imported aggregate base rock, concrete construction for replacement of damaged sidewalk panels and or curb, gutters adjustments, and related items of work of the form and dimensions as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.
- B. Concrete work shall conform to Section 73, “Concrete Curbs and Sidewalks”, and Section 90, “Concrete”, of the Standard Specifications and these technical specifications.
- C. Attention is directed to Section D.0900, “Recycling & Waste Management Plan (WMP)” of these technical specifications.

#### 1.02 SUBMITTALS

- A. Concrete Mix Design - The proportions of the concrete materials in the mix shall be the responsibility of the Contractor. At least 14 days prior to placement of concrete, the Contractor shall submit the concrete mix design and compression test reports to the City for approval. Mixture proportions shall include dry weights of cement, saturated surface-dry weights of fine and coarse aggregates and quantities, type and name of admixture (if any) and quantity of water in cubic yards of concrete. All material included in the mixture proportions shall be of the same type and from the same sources as will be used on the project. No admixture containing chloride shall be used.
- B. Lamp Black - Manufacturer product data for lamp black to be integrated with concrete mix.
- C. Curing Method / Compound – Comply with Section 90-1.03 of the Standard Specifications.

## PART 2 MATERIALS

### 2.01 CONCRETE

#### A. Concrete Mix Requirements:

1. Portland Cement Content: 590lbs. minimum per cubic yard, Type I/II
2. Compressive Strength: 3000 psi minimum at 28 days
3. Water / Cement Ratio: 0.50 maximum
4. Slump: 3.5" maximum
5. **Lamp Black: 1lb. per cubic yard**

In the event the desired compressive strength is not attained, the Contractor shall remediate deficient concrete as directed by the Water Distribution Superintendent at no additional cost to the City.

- #### B. Aggregate for concrete shall conform to the grading for 1-inch maximum combined aggregate as set forth in Section 90 of the Standard Specifications.
- #### C. Mortar used in modifying manhole base shall conform to the provisions in Section 51-1.02F, "Mortar" of the Standard Specifications.

### 2.02 REINFORCING STEEL BARS

- #### A. Reinforcing steel bars shall be of Grade 40 or higher and conform to Section 52, "Reinforcement", of the Standard Specifications. Tie wire shall be 18 gauge steel.

### 2.03 AGGREGATE BASE

- #### A. Aggregate base shall conform to Section D.0910 1500 "Aggregate Base" of these technical specifications.

### 2.04 HOT MIX ASPHALT

- #### A. Hot mix asphalt for AC overcuts shall conform to Section D.1600, "Hot Mix Asphalt (Type A)" of these technical specifications.

## PART 3 EXECUTION

### 3.01 DEMOLITION AND REMOVAL OF EXISTING CONCRETE AND GROUND

#### A. PROTECTION OF EXISTING FACILITIES AND PROPERTY

1. The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," Section 5-

1.36, "Property and Facility Preservation," Section 7-1.05, "Indemnification," and Section 7-1.06, "Insurance," of the Standard Specifications, as well as these technical specifications.

2. The Contractor shall protect from damage any utilities and other existing facilities, including surrounding landscape features, irrigation systems, concrete, ground cover, vegetation, fences, and retaining walls, which are to remain in place.
3. The Contractor shall contact USA North at 811 or 800-227-2600, in advance so that all utilities are marked prior to beginning saw cutting and demolition work.
4. Care shall be taken so that no vibrations or impacts which may damage adjoining properties are caused by the demolition and removal of concrete. All damage to private or public facilities and property during construction outside the limits of concrete to be replaced is the responsibility of the Contractor to repair at no cost to the City.
5. If, during the process of demolition or removal any concrete to remain becomes cracked, chipped or broken, it shall be sawcut at the nearest score mark, removed and replaced at the Contractor's expense.
6. Care shall be taken to protect and work around and between existing utility boxes, subsurface utility lines, and traffic sign poles through the course of work involved under this section.

#### B. SAWCUTTING

1. Sawcuts shall be made on the nearest expansion or weakened plane joint or score line, or as directed by the Water Distribution Superintendent. Sawcuts must go entirely through concrete. Cut concrete shall be removed without damaging the concrete that is to remain in place, or any other structures or improvements adjacent to the cut concrete.
2. The Contractor shall sawcut neatly and orthogonally and employ appropriate technique and effort to prevent unnecessary lines from being cut past intended boundaries and shall make corrections as directed by the Water Distribution Superintendent.
3. Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line to a minimum depth of 4-inches with a power-driven saw before the concrete is removed.

#### C. REMOVAL AND DISPOSAL

1. Existing concrete to be removed shall be completely removed and disposed of in conformance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling," and Section 15-3, "Concrete Removal", of the Standard Specifications and these technical specifications, as



shown on the plans, and as directed by the Water Distribution Superintendent.

2. The Contractor shall remove existing facilities which interfere with construction as shown on the plans. Removed facilities shall be disposed of, salvaged, relaid, reset, relocated, or reconstructed as specified in the Standard Specifications and these technical specifications.
3. The work involving concrete removal shall include excavation to the depth necessary to provide the specified thickness of aggregate base and the removal and disposal of ground material.
4. Where concrete is removed adjacent to existing asphalt pavement, a minimum of 12-inches in width of the existing asphalt pavement measured from the concrete edge and 6-inches minimum of material in depth shall be sawcut and removed.
5. Broken concrete, asphalt, tree roots, earth and all other incidental debris required to be removed will become the property of the Contractor.
6. All material removed shall become the property of the Contractor and shall be recycled or disposed of outside the street right of way in accordance with the provisions of Section 14-10, "Solid Waste Disposal and Recycling", and Section 15-3, "Concrete Removal" of Standard Specifications and these technical specifications.

### 3.02 LAYOUT, GRADING AND GROUND PREPARATION

- A. The Contractor shall be responsible for determining the depths and slopes to excavate in addition to performing layout for grading elevations and concrete formwork based on existing adjacent sidewalk, curb and gutter, or other surfaces, in order to correctly install the finished concrete products specified in the Contract Documents.

In addition to layout and grading, included in the work scope of this section is compaction of subgrade and supply, placement, grading and compaction of the Class 2 aggregate base rock cushion in preparation for concrete work. All subgrade shall be compacted to a relative compaction of 95%.

### 3.03 SAFETY AND PUBLIC CONVENIENCE

- A. Any open sidewalk, curb ramp and roadway excavations shall be secured with barricades with attached flashing beacons and caution tape, delineators or any other devices to adequately protect the public.
- B. Adequate sidewalk closure and roadway warning signs shall be installed and as directed by the Water Distribution Superintendent.
- C. Within practicability and for public convenience, concrete work at intersections shall be scheduled for removal by the Contractor so that one

side of the more heavily trafficked road is not excavated within 100 feet of the intersection prior to the other side having been completed with new concrete.

### 3.04 DRAINAGE AND MOISTURE MITIGATION

- A. Existing drainage patterns shall be verified and maintained by Contractor with installation of all new concrete construction.
- B. Where the installation of curb and gutters or sidewalks may adversely affect existing drainage patterns, such areas shall be immediately brought to the Water Distribution Superintendent's attention.
- C. Open excavations shall be covered and protected from rain and surrounding surface runoff in order to minimize excessive ground moisture saturation. Ground moisture saturation and ponding caused by unchecked rain and surface runoff shall be mitigated at the Contractor's expense per the direction of the City representative.

### 3.05 CURB AND GUTTER AND SIDEWALK

- A. Curb and gutter and sidewalk shall conform to the project plans, City of Vallejo Standard Drawing No. 3-10 titled "Curb, Gutter, and Sidewalk", and these technical specifications.

### 3.06 TEXTURED AND COLORED CONCRETE DRIVEWAY

- A. Textured and Colored Concrete Driveway shall be constructed in conformance with Section 73-4, "Textured Concrete And Colored Concrete Surfaces", of the Standard Specifications, these Special Provisions, the project plans, and as directed by the Water Distribution Superintendent.
- B. Concrete for Textured and Colored Concrete Driveway shall be 6 inches thick.
- C. Textured and Colored Concrete Driveway shall match finish and color of existing driveway adjacent to the project site. Contractor shall submit pattern and color samples for review and approval.

### 3.07 DOWEL INSTALLATION

- A. Dowel installation shall conform to City of Vallejo standard detail titled "Standard Curb, Gutter, and Sidewalk Doweling Detail", Drawing No. 3-8. Holes shall be drilled into existing improvements at the locations shown on the above detail, to a depth equal to one-half of the length of the dowel to

be installed. Dowel shall be epoxy anchored into drilled hole. New concrete shall be poured around the exposed half of the dowel.

### 3.08 FORMS

- A. The suitability of form material for each application is left to the discretion of the Inspector.
- B. The Contractor shall form around trees and power poles encroaching into the sidewalk as directed by the Inspector.
- C. All forms and construction debris are to be removed within three working days after concrete is poured.

### 3.09 EXPANSION JOINTS

- A. Expansion joints shall be placed between public walks and driveways and where private walks and private driveways abut public walks and shall conform to the project plans, City of Vallejo standard detail titled "Expansion and Other Joint Details", Drawing No. 3-9, these technical specifications, and as directed by the Water Distribution Superintendent.
- B. Expansion joint material shall be pre-molded fillers 3/8-inch thick, by 4 inches wide by the length of the abutting concrete structure.

### 3.10 PRE-INSPECTION

- A. No concrete shall be poured until the Water Distribution Superintendent has inspected and approved the grading, forms, and dowels.

### 3.11 SCORE MARKS AND CONTROL JOINTS

- A. Score markings shall be placed every four linear feet transversely along the sidewalk. Score markings shall match as nearly as possible those in adjacent existing curbs, gutters and sidewalks or shall be placed as directed by the Water Distribution Superintendent.
- B. Deep joints shall be placed every 12 linear feet transversely along the sidewalk, curb and gutter, and shall be one quarter the depth of the concrete or one inch minimum. Weakened plane joints shall be placed at the beginning and the ending of a return, as shown on the City of Vallejo Standard Detail 3-09 and 3-11.
- C. Construct all score marks and control joints properly aligned perpendicularly with the face of curb.

### 3.12 CONCRETE SURFACE FINISH

- A. The concrete surface finish shall be a medium-bristled broom finish, of uniform roughness and coloration.

### 3.13 CONCRETE PROTECTION

- A. The Contractor shall protect the newly placed concrete from damage, disfiguration or vandalism. Damaged, disfigured or vandalized areas shall be refinished or replaced at the direction of the Water Distribution Superintendent.
- B. The method of refinishing must be approved by the Water Distribution Superintendent.

### 3.14 ACCEPTANCE OF CONCRETE

- A. Acceptance of the finished product will be the decision of the Water Distribution Superintendent.
- B. Cracking - New areas of concrete containing a group of numerous cracks or any number of opened or spalling cracks shall be removed and replaced at the direction of the Water Distribution Superintendent. Crack patching is not allowed.
- C. Rough Finishes – New areas of concrete with rough, granular or bumpy finishing, shall be removed and replaced at the direction of the Water Distribution Superintendent.
- D. Discoloration – Spots, stains or variations in the concrete color deemed by the Water Distribution Superintendent to be unsightly shall be repaired or removed and replaced at the direction of the Water Distribution Superintendent.
- E. Defaced (or vandalized) concrete shall be replaced at the direction of the Water Distribution Superintendent.

### 3.15 TOPSOIL BACKFILLING

- A. Contractor shall backfill voids where new concrete meets existing dirt or landscaped ground within three working days after concrete has been poured, especially along planter strips, front yards and behind new curb ramps and sidewalk, with approved topsoil.
- B. Contractor shall create a smooth grade and transition to new concrete not to exceed a maximum slope of 5:1 unless approved by the Water Distribution Superintendent.

- C. The topsoil backfill shall be placed and compacted so that finished grade is 1 inch below surface of concrete edge.

### 3.16 LANDSCAPE RESTORATION

- A. Landscape groundcover, decorative rock, grass, borders or other landscaping materials shall be replaced equivalently or better than pre-existing conditions as much as is practicable and reasonable. Irrigation systems shall also be repaired and restored to pre-existing function.

### 3.17 CLEANUP

- A. Cleanup shall occur on a daily basis. No construction debris of any kind is to be left on site overnight. Lawns and planter strips adjacent to the work area shall be kept clean and free of all types of debris. The sidewalk and street are to be swept at the direction and to the satisfaction of the City representative.
- B. After backfilling has been completed, cleanup shall occur so that the site is cleared to the same condition as before construction commenced.

## PART 4 PAYMENT

### 4.01 PAYMENT

- A. **Bid Item 3** Full compensation for the removal and replacement of sidewalk panels, including aggregate base used below asphalt concrete overcut adjacent to curb ramp and curb, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.
- B. **Bid Item 4** Full compensation for concrete removed and replace damaged curb and gutter segments shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.
- C. Full compensation for complying with the other requirements of the above provisions, including securing a dump site and method of recycling concrete and asphalt, hauling, removing, disposing of or stockpiling materials, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**Contract items in this section requiring measurement may not be paid until Contractor has coordinated a field meeting to complete measurement of respective work items jointly with the City.**

END OF SECTION

## SECTION D.1900 - UTILITY COVERS

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work shall consist of protecting, adjusting, and replacing existing utility covers and boxes to finished grade, as shown on the project plans, as specified in these technical specifications, and as directed by the Water Distribution Superintendent.
- B. Adjustment of facilities to grade shall conform to the provisions in Section 15-2.10, "Adjust", of the Standard Specifications.

### PART 2 MATERIALS

#### 2.01 CONCRETE

- A. Concrete shall conform to Section D.1700 "Concrete" of these technical specifications.

### PART 3 EXECUTION

#### 3.01 CARE AND ADJUSTMENT OF EXISTING UTILITY COVERS

- A. Care shall be taken to protect the existing utility covers, lids and respective utility devices and facilities during the course of demolition and concrete construction. Existing and new debris within interiors of utility covers shall be cleared. Utility covers, lids, utility devices and facilities damaged by construction operations shall be replaced at the Contractor's expense as directed by the Water Distribution Superintendent.
- B. Concrete spatter or other construction matter adhered to utility covers and lids shall be removed.
- C. Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Water Distribution Superintendent shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers.

#### 3.02 UTILITY COVER INSTALLATIONS

- A. Install utility boxes in accordance with manufacturer recommendations.
- B. Existing water facilities shall be protected in place and interior areas cleared of existing and new debris. Damage to existing water facilities caused by construction operations shall be repaired at the Contractor's expense and

as directed by the Water Distribution Superintendent

- C. Contractor shall vacuum and clean interiors of all water valve covers involved in this project. Vacuum equipment is to be approved by the City prior to performing the work.

#### PART 4 MEASUREMENT AND PAYMENT

##### 4.01 MEASUREMENT AND PAYMENT

- A. The contract unit price paid for “Adjust Water Valve Cover to Grade” as contained in **Bid Item 5**, and “Adjust Manhole to Grade” as contained in **Bid Item 6** shall include full compensation for notifying the respective utility companies, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in lowering and raising covers, and adjusting covers to grade, complete in place, as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.
- B. Full compensation for protecting any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

END OF SECTION



## **SECTION D.2000 – TRAFFIC STRIPING, PAVEMENT MARKING, AND BLUE RETROREFLECTIVE FIRE HYDRANT MARKERS**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

- A. This work shall consist of applying thermoplastic traffic striping, retroreflective markers, temporary pavement delineation, and pavement markings.
- B. Traffic striping, pavement markings and pavement markers shall conform to the provisions in Sections 84, "Traffic Stripes and Pavement Markings," and 85, "Pavement Markers," of the Standard Specifications and these technical specifications. Temporary pavement delineation shall conform to the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these technical specifications. Nothing in these technical specifications shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

### **PART 2 MATERIALS**

#### **2.01 GENERAL**

- A. All materials whether temporary or permanent shall conform to the latest Caltrans Standard Specifications and latest edition of the California MUTCD.
- B. Certificates of compliance shall be furnished for all signing and delineation materials and products in this section including but not limited to temporary pavement delineation materials, temporary reflective raised pavement markers, thermoplastic pavement striping and marking material, glass beads and pavement markers, as specified in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.
- C. Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH 02ALKYD.

- D. The color of the traffic striping and pavement markings shall be white or yellow as shown on the plans and shall conform to the requirements in ASTM D6628-01.
- E. Retroreflectivity of the pavement markings and traffic striping shall conform to the requirements in ASTM D 6359 99. White pavement markings and traffic striping shall have a minimum initial retroreflectivity of 250 mcd m 2 lx 1. Yellow thermoplastic pavement markings shall have a minimum initial retroreflectivity of 150 mcd m 2 lx 1.

**PART 3 EXECUTION**

**3.01 TRAFFIC STRIPING AND PAVEMENT MARKING**

- A. Before the permanent pavement markings are applied, the Contractor shall provide “cat-track” marking layout for review and approval of the Water Distribution Superintendent. Changes, if any, to the marking layout as a result of the Water Distribution Superintendent’s review shall be the responsibility of the Contractor. IF the Contractor fails to obtain the Water Distribution Superintendent’s approval of the marking layout prior to the permanent marking installation, changes to the permanent markings as required by the Water Distribution Superintendent’s, including removal and replacement, shall be the Contractors responsibility.
- B. Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping patter a sufficient distance to ensure continuity of the striping pattern.
- C. Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

Thermoplastic pavement markings and pavement striping shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

- D. Pavement markers shall be installed accurately at the locations called for in the Contract Documents or as required by MUTCD. Adhesive for pavement markers shall be either rapid set epoxy or hot melt bituminous adhesive conforming to the requirements of Section 85, “Pavement Markers” of the Standard Specifications. Adhesive shall be placed in sufficient quantity to

completely cover the bottom of the marker with no voids and with slight excess after the marker has been pressed into place. The marker shall be protected against impact until the adhesive has hardened.

### 3.02 BLUE RETROREFLECTIVE FIRE HYDRANT MARKERS

- A. Blue retroreflective fire hydrant markers shall be installed to mark all fire hydrants. At each hydrant, six inches from the centerline towards the hydrant side, with reflective surfaces perpendicular to the centerline. They shall be installed with the same adhesive as the lane markers.

## PART 4 MEASUREMENT AND PAYMENT

### 4.01 MEASUREMENT AND PAYMENT

- A. The contract price paid per linear foot for “Traffic Striping - Detail 22 (Thermoplastic)” as contained in Bid Item 13 shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic striping and retroreflective markers, complete in place, as shown on the plans, as specified in the Standard Specification and these technical specifications, and as directed by the Water Distribution Superintendent.
- B. The contract price paid per square foot for “Pavement Marking (Thermoplastic)” as contained in **Bid Item 7** shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic pavement markings, complete in place, as shown on the plans, as specified in the Standard Specification and these technical specifications, and as directed by the Water Distribution Superintendent.
- C. The contract unit price paid for “Blue Retroreflective Fire Hydrant Markers” as contained in **Bid Item 8** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work in applying pavement markers, complete in place, including epoxy as shown on the plans, as specified in the Standard Specifications and these technical specifications, and as directed by the Water Distribution Superintendent.

END OF SECTION