



CITY OF PITTSBURG

**SPECIAL PROVISIONS
NOTICE TO CONTRACTORS, CONTRACT BID PROPOSAL AND CONTRACT**

FOR THE CONSTRUCTION OF

**CONTRACT NO. 2021-01
2021/2022 CDBG ADA CURB RAMP
INSTALLATION PROJECT
IN**

PITTSBURG, CALIFORNIA

TO BE USED IN CONJUNCTION WITH:

CITY STANDARD DETAILS

AND

STANDARD SPECIFICATIONS AND PLANS

ISSUED BY THE

**STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DATED 2018**

ACCEPTED FOR USE:



RICHARD ABONO
CITY ENGINEER

NOVEMBER 2021

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NOTICE TO CONTRACTORS / INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed proposals for the work entitled:

**Contract No.: 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project**

will be received by the City of Pittsburg at the Office of the City Engineer, 65 Civic Avenue, First Floor, Pittsburg, California until **2:00 p.m. on Wednesday, December 1, 2021.**

The work of this Contract consists in general of the removal and replacement of curb, gutter, sidewalk, ADA ramps to the form and dimensions indicated and as specified in the appendix of Special Provisions. The scope of work includes but is not necessarily limited to; furnishing all products, equipment, materials, and labor required to demolish and remove sidewalks, curb, gutter, installation of new curb, gutter, sidewalk and ADA ramps per the contract documents and as shown on the plans and/or described in the Specifications.

Engineer's Estimate: **\$175,000**

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. The contractor shall possess a **Class A or C-8** license at the time that the contract is awarded. Contractor shall comply with §7059(b) of the Business and Professions Code. Any bidder or Contractor not so licensed may be subject to penalties as provided by law.

Note: Project plans and specifications can be obtained from the City's website at <http://www.ci.pittsburg.ca.us/index.aspx?page=101> if plans and specifications are downloaded by the bidder from the City's website it is the responsibility of the bidder to request to be placed on the plan holder's list and to ensure receipt of addenda if any. City Standards Details are available on the City's website at the following web address: <http://www.ci.pittsburg.ca.us/index.aspx?page=204> .

Technical questions and plan holder list request should be directed in writing to Andrew Peters, Assistant Engineer, City of Pittsburg, Community Development Department, 65 Civic Avenue, Pittsburg, California, 94565, or by email to 2021-01bidinfo@ci.pittsburg.ca.us Questions received less than three (3) working days prior to the date for opening of proposals may not be answered and the lack of a response to such inquires or questions shall not be considered as a basis for a bid protest.

There will be no Pre-Bid meeting. The contractor is responsible to inspect the site of the proposed work to ascertain a satisfactory understating of the existing actual site conditions.

The successful bidder shall furnish a bond for labor and materials and performance.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director

of the California Department of Industrial Relations. These wage rates are set forth in the books issued for bidding purposes entitled "Proposal and Contract", and in copies of said book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. These wage rates are also available at <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

Pursuant to Public Contracts Code Section 22300, a Contractor may (upon request and at its sole expense) substitute securities for any moneys withheld by the City to ensure performance of the work of this Contract. Any such substitution shall be in strict accordance with Public Contract Code Section 22300.

This project is subject to the provisions of Resolution No. 93-8022 of the City Council of the City of Pittsburg encouraging the utilization and hiring of local contractors, local business and members of the City's minority community.

Each bidder and any subcontractor listed in a bid proposal pursuant to Public Contract Code Section 4104 must be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For a proposal to be considered valid, it must be submitted on the forms furnished by the City of Pittsburg in a sealed envelope. The envelope must be clearly marked on outside as follows:

Bid Proposal: Contract No: 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project
Bid Opening: Wednesday, December 1, 2021 at 2:00 p.m.

All proposals must be accompanied a bid security in the form of either a money order, a certified check, cashier's check, or a bid bond (in the prescribed form) made payable to the City of Pittsburg in an amount equal to at least ten (10) percent of the amount bid. Said guaranty shall be forfeited should the successful bidder fail to enter into a contract with the City within the time prescribed in the proposal requirements.

The City Council of the City of Pittsburg reserves the right to reject any or all bids and the right to waive any minor irregularity or informality in the Contract Proposal.



10/29/21

Richard Abono, PE
City Engineer

Date

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CONTRACT SCHEDULE



**CONTRACT NUMBER 2021-01;
2021/2022 CDBG ADA Curb Ramp Installation Project**

| | |
|---|---------------------------------------|
| TO: ADVERTISEMENT | Wed. 11/03/2021 11/10/2021 |
| Pre-Bid Meeting | None |
| BID OPENING Civic Center, 65 Civic Avenue At front entrance while practicing Social distancing | Wed. 12/01/2021 2:00 PM |
| CITY COUNCIL CONTRACT AWARD (TBD) | Mon. 12/20/2021 |
| PRE-CONSTRUCTION CONFERENCE (TBD) City Hall, 65 Civic Avenue or via Zoom TBD. | None |
| NOTICE TO PROCEED (TBD) | Mon. TBD |

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Contract: 2021-01

2021/2022 CDBG ADA Curb Ramp Installation Project

BID SUBMITTAL CHECKLIST

City of Pittsburg
Engineering Division
Pittsburg, CA 94565

Checklist of Items to be Completed/Included with Bid:

- Contract Proposal
- Bid Schedule
- Proposed Subcontractors Statement
- Technical Ability & Experience Statement
- Personnel Experience Statement
- Public Contract Code Section 10162 Questionnaire
- Government Code Section 10232 Statement
- Signed Noncollusion Affidavit
- Signature of Bidder
- Bid Bond
- Signed Addendum if Applicable

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CONTRACT PROPOSAL

**CONTRACT NO. 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project**

NAME OF BIDDER _____
BUSINESS P.O. BOX _____
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE NO: AREA CODE (_____) _____
FACSIMILE NO: AREA CODE (_____) _____

The work for which this Proposal is submitted is for construction in accordance with the plans and specifications; said plans and specifications described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with; the 2018 Standard Specification and Plans issued by the State of California, Department of Transportation, the reference specifications identified in the special provisions, the model codes identified on the drawings and special provisions, the labor surcharge and equipment rental rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The special provisions for the work to be done are dated November 2021 and are entitled:

**PROPOSAL AND CONTRACT
SPECIAL PROVISIONS
FOR THE CONSTRUCTION OF**

**CONTRACT NO. 2021-01
2021/2022 CDBG ADA CURB RAMP INSTALLATION PROJECT**

The project plans for work to be done are incorporated into Special Provisions Appendix and are entitled:

APPENDIX E - CONTRACT PLANS

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total amount of all items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City's Final Estimate of cost.

If this Proposal shall be accepted and the undersigned shall fail to enter into the Agreement and furnish the bond in the sum required, with surety satisfactory to the City, within 10 days, not including Saturdays, Sundays and legal holidays, after the Bidder has received notice from the City that the Contract has been awarded, the City may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the City.

The undersigned, as Bidder, understands and agrees that the City is not responsible for errors and or omissions on the part of the undersigned in making this proposal; and the City retains the right to reject any or all Proposals or delete any bid item.

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 has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Pittsburg, in the form of the copy of the Agreement annexed hereto, to provide all necessary 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 Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

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Contract 2021-01, 2021/2022 CDBG ADA Curb Ramp Installation Project

BID SCHEDULE

| Item | Item Description | Qty | Unit | Unit Price | Item Total |
|-----------------------|--|------|------|------------|------------|
| 1 | Mobilization | 1 | LS | | |
| 2 | Traffic Control | 1 | LS | | |
| 3 | Sediment & Erosion Control | 1 | LS | | |
| 4 | Utility Potholing | 1 | LS | | |
| 5 | Clearing and Grubbing | 1 | LS | | |
| 6 | Excavation & Grading | 1 | LS | | |
| 7 | Demolish Sidewalk | 3496 | SF | | |
| 8 | Ramp and Sidewalk (within ramp limits) | 3096 | SF | | |
| 9 | Curb and Gutter (within ramp limits) | 857 | LF | | |
| 10 | Curb and Gutter (outside ramp limits) | 117 | LF | | |
| 11 | Sidewalk (outside ramp limits) | 400 | SF | | |
| TOTAL BASE BID | | | | | |

Any items not listed above shall be considered incidental to complete the project in a satisfactory and acceptable manner per project plan and specification.

The low Bidder for purposes of award will be the conforming responsible Bidder offering the lowest total amount for the Base Bid Items.

Contractor Name: _____

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Quantities of Work:

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposals, and the City reserves the right to increase or decrease the amount of work under any item as may be required. Such quantity changes shall not be cause for consideration of additional compensation by the Contractor. It is also understood and agreed that the total amount of money set forth for each item of work or as the total bid amount for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states. In addition, the City reserves the right to delete items in its entirety during the contract.

Increase and/or Decreased Quantities of More Than 25 Percent

A. The provisions of Part 1, section 4-3.1 of the Standard Specifications and section 5-1.03B(1), "Increases of More Than 25 Percent", and 4-1.03B(2), "Decreases of More Than 25 Percent", of the State Specifications shall not apply.

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Proposed Subcontractors Statement

The following is a complete and true list of all proposed subcontractors for the work of this Contract, whose subcontract amount exceeds one-half of one percent of the total amount of the bid. If the Bidder fails to specify a subcontractor for a portion of the work in excess of one-half of one percent of the total bid, the bidder agrees that he is fully qualified to perform that portion of the work and that he shall perform that portion of the work himself. Failure to list a subcontractor may result in disqualification of the Bidder.

Bid Due Date: _____

| Name and Address of Subcontractor* | Work to Be Performed* | Dollar Amount or Percentage* | *Contractor's License |
|------------------------------------|-----------------------|------------------------------|-----------------------|
| | | | Class |
| | | | CSLB# |
| | | | DIR # |
| | | | Class: |
| | | | CSLB# |
| | | | DIR# |
| | | | Class: |
| | | | CSLB# |
| | | | DIR# |
| | | | Class: |
| | | | CSLB# |
| | | | DIR# |
| | | | Class: |
| | | | CSLB# |
| | | | DIR# |
| | | | Class: |

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* indicates required information from the Subcontractor (Attach Additional Sheets If Necessary).

Technical Ability & Experience Statement

The following is a true and complete list of work I / we have successfully completed, which was similar in scope and character to that proposed herein. (Provide reference information enough to verify.)

(Attach Additional Sheets, If Necessary.)

Personnel Experience Statement

The following is a list of personnel (including a record of each person's experience, knowledge and ability) who, if awarded the contract, will be available to actively supervise the work and the work will be directed by one of these persons.

(Attach Additional Sheets, If Necessary.)

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Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state or local government project because of violation of a law of safety regulation?

YES ____ NO ____

If YES, explain the circumstances in the following space:

(Attach additional sheet, if necessary.)

Government Code Section 10232 Statement

In accordance with Government Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two (2) year period due to the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

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NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], ___ [state].

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Inspection of Site Statement

I have, either by personal examination or other means of my choice, inspected the site of the proposed work and to my satisfaction am aware of the actual conditions that exist at the site of the proposed work which may affect the work involved in this Contract and the conditions thereof.

General Prevailing Wage Rates Statement

The State of California General Prevailing Wage Rates are hereby incorporated into these Contract Specifications by this reference.

If awarded the Contract, I/we will not pay less than the latest General Prevailing Wage Rates of the State of California (including any and all amendments thereto) to each employee working in connection with this Contract.

Workmen's Compensation Insurance Statement

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions of that code. If awarded the Contract, I will comply with such provisions and provide the City of Pittsburg with a certificate (satisfactory to the City) verifying same before commencing the work of this Contract.

City Business License Statement

If awarded this Contract, I, and each subcontractor employed in connection with this Contract, either has, or will obtain, a City of Pittsburg Business License prior to commencing any work under this Contract.

Contractor Registration with Department of Industrial Relations

I am aware that I, and each subcontractor, must be currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Standard Specifications & Plans Statement

I am in possession of the latest edition of the Standard Specifications and Plans and that this Proposal was prepared in compliance with the provisions thereof

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SIGNATURE OF BIDDER

Accompanying this Proposal is a _____(insert "Money Order", "Cashier's Check", "Certified Check" or "Bid Bond") in the sum of at least ten (10) percent of the total bid amount).

The names of all persons interested in the foregoing Proposal as principals are as follows:

IMPORTANT NOTICE If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, the name of the partnership, the names of all individual partners; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____ DIR# _____

ADDENDA This Proposal is submitted with respect to the changes to the contract included in addenda number(s) _____. (Fill in any addenda numbers if addenda have been received.)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162 and 10232 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California that the Noncollusion Affidavit required by Public Contract Code Section 7106 are true and correct.

Date: _____

SIGN HERE>>>>>>

Signature

Print Name

Title

This page is left intentionally blank.

**Contract No. 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project
BID BOND
(TO ACCOMPANY PROPOSAL)**

KNOW ALL MEN BY THESE PRESENT;

1. That we, _____ as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the **City of Pittsburg** in the sum of TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BID PROPOSAL submitted by PRINCIPAL to the City of Pittsburg for the work described below for which payment well and truly to be made to said City, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the amount of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH;

That PRINCIPAL has submitted a bid proposal to the City of Pittsburg, for Contract No. 2021-01, 2021/2022 CDBG ADA Curb Ramp Installation Project for which bids are to be opened at 65 Civic Avenue, Pittsburg, California on _____ ,
(Insert Date of bid opening)

If PRINCIPAL is awarded the Contract and presents to the City the properly executed Agreement (accompanied by the required bonds, certificates of insurance, and any other document required in the Contract Specifications) within the time and in the manner prescribed in the Contract Documents, then this obligation shall become null and void. In any other case, it shall be, and remain, in full force.

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 any reasonable attorney's fees fixed by the Court.

The Bond **MUST** be signed by a Guaranty or Surety company listed in the latest issue of the U. S. Treasury Circular 570 or an admitted insurer through the California Department of Insurance and the penal sum shall be within the maximum specified for such company.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2021.

PRINCIPAL:

SURETY:

BUSINESS MAILING ADDRESS

The signature of those executing for the SURETY must be properly acknowledged.

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Certified Mail
Engineering Department
Office (925) 252-4930
Facsimile (925) 252-6928

(Date)

NOTICE OF AWARD

(_____ Inside Address _____)

**Re: CONTRACT NUMBER 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project**

Dear _____:

The City of Pittsburgh considered and accepted your bid proposal for the above referenced contract in the amount of \$ _____.

You are hereby requested to furnish this office with the required bond(s), insurance certificate and endorsements within five (5) working days from the date of receipt of this *Notice of Award*. Any request for an extension of the above time must be in writing to, and approved by, the City Engineer.

If you fail to comply, your bid proposal will be considered abandoned and the proceeds from your bid bond will become the property of the City of Pittsburgh.

Please contact SM Saklaen, Civil Engineer II at 925-252-6943 with any questions that you may have.

Sincerely,

Richard Abono
City Engineer

Re: CONTRACT NUMBER 2021-01; 2021/2022 CDBG ADA Curb Ramp Installation Project

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the **City of Pittsburg**, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor".

WITNESSETH:

ARTICLE 1 - For and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by said City and under the conditions expressed in the Faithful Performance and Labor & Materials Bond(s), bearing even date with these present, and hereunto annexed, Contractor agrees with City, at his own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by City, necessary to construct and complete in a good, workmanlike and substantial manner the work described in accordance with the Contract Plans and Specifications for **CONTRACT NUMBER 2021-01; 2021/2022 CDBG ADA Curb Ramp Installation Project** which said plans and specifications are hereby specifically referred to, and by such reference made a part hereof.

ARTICLE 2 - City hereby employs Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the contract price stated herein, and hereby promises to pay the same at the time, in the manner and upon the conditions set forth herein, and said parties for themselves, their heirs, executors and administrators.

ARTICLE 3 - Contractor agrees to receive and accept the contract price of (amount in words) _____ (\$ _____) as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for any loss or damage arising out of the nature of the work aforesaid, or from any action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until it is accepted by the City of Pittsburg and for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Plans and Specifications, and the requirements of the City Engineer.

ARTICLE 4 - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen'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.

ARTICLE 5 - It is further expressly agreed by and between the parties hereto that the

Notice to Contractors, Contract Proposal, Faithful Performance and Labor & Materials Bonds, Contract Plans, Contract Specifications and Standard Specifications and Standard Details are all essential parts of this Contract and are specifically referred to, and by such reference, made a part hereof.

The Plans and Specifications and other contract documents will govern the work. The contract documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or vice versa, shall be as though shown and mentioned in both.

ARTICLE 6 - By my signature hereunder, as Contractor, I agree to correct and repair all construction work for a minimum of one (1) year from the date of acceptance by the City of Pittsburg against all defects. I also agree to furnish the City with a bond in the amount of ten (10) percent of the final contract price to remain valid for the duration of the correction and repair period. This correction and repair period shall not limit Contractor responsibility for any defects that may occur after the warranty period.

ARTICLE 7 - The work described in this Contract shall begin within five (5) working days from the date the Notice to Proceed is received by Contractor; as determined by certified mail return receipt, and shall be diligently prosecuted to completion within the number of days stated in the Special Provisions. If the work items are not completed by the date specified, including any extension of time for excusable delays, as provided herein, the Engineer shall deduct from the Contract price **Fifteen Hundred Dollars and no cents (\$1,500.00)** for each working day of delay beyond the date of completion until the work is completed, as authorized per Government Code Section 53069.85.

IN WITNESS WHEREOF, the City and the Contractor have caused the names of said parties to be affixed hereto, the day and year first above written.

CITY OF PITTSBURG:

CONTRACTOR:

GARRETT EVANS
CITY MANAGER

BY:

ATTEST:

ATTEST:

ALICE E. EVENSON
CITY CLERK

BY:

**CONTRACT BOND
(COMBINED FAITHFUL PERFORMANCE AND LABOR & MATERIALS)**

THAT WE, _____, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to do business in the State of California as a Surety, are liable, jointly and severally to the City of Pittsburg, County of Contra Costa, State of California, in the sum of _____ (amount in words) _____ (\$ _____).

The condition of this obligation is such that the Principal has entered into an Agreement with the City of Pittsburg, dated _____ for which the Principal agrees to complete certain work and to warranty and repair for a period of one year after City acceptance of the completion of the work in accordance with the Contract Plans and Specifications for **CONTRACT NUMBER 2021-01; 2021/2022 CDBG ADA Curb Ramp Installation Project**

Principal is obligated to complete with work within the number of calendar days stated in the Special Provisions.

Should Principal fail to:

1. Perform all of the items required by the terms and conditions of the Plans and Specifications for **CONTRACT NUMBER 2021-01; 2021/2022 CDBG ADA Curb Ramp Installation Project**
2. Pay for any materials, provisions or other supplies used in or about the performance of the work, or for any work or labor of any kind, or for amounts due under the Employment Insurance Act with respect to labor or work; or
3. Correct and repair the work for a period of one year from the date of City of Pittsburg acceptance of the work as complete; or
4. Comply with any Federal, State or Local regulation;

then Surety shall pay for each and every item which Principal fails to pay for, in an amount not to exceed the amount specified in this Bond.

Both Principal and Surety agree to pay reasonable attorney fees in case suit is brought upon this Bond and to pay the cost of such suit.

This Bond inures to the benefit of persons entitled to file claims under Section 119.21 of the Code of Civil Procedures so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Any alteration to the Contract Plans or Specifications for the work will not operate to relieve the Surety from the Liability of this Bond. Surety consents to any such alteration without further notice or consent and waives the provisions of Section 2819 of the Civil Code of the State of California.

The obligation of this Bond binds Principal and Surety jointly and severally, and their heirs, executors, administrators, successors and assigns in an amount equal to one hundred (100) percent of both performance of the work and all labor and materials in connection therewith.

This Bond shall be furnished as required by the terms of "An Act to Secure the Payment of the Claims of Persons Employed by Contractors upon Public Works, and the Claims of Persons who Furnished Materials, Supplies, Teams, Implements or Machinery Used or Consumed by Such Contractors in the Performance of Such Works and Prescribing the Duties of Certain Public Officers with Respect Thereto, Approved May 10, 1919, as Amended". All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the Contract may be made without securing the consent of Surety or Sureties on the Contract Bonds.

This Bond MUST be signed by a guaranty or surety company listed in the latest issue of U. S. Treasury Circular 570 or an admitted insurer through the California Department of Insurance and the penal sum shall be within the maximum amount specified for such company.

Signed and Executed This _____ Day of _____, 2021

PRINCIPAL:

SURETY:

Name and Title

Name and Title

Address: _____

Note: Signatures of those executing for Surety MUST be in writing.

Attach Notary Acknowledgment.



CERTIFIED MAIL
Engineering Department
Office (925) 252-4930
Facsimile (925) 252-6928
(Date)

(_____ Inside Address _____)

**Re: Notice to Proceed
CONTRACT NUMBER 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project**

Dear _____ :

Enclosed, please find your fully executed original copy of the contract for the above referenced project dated _____. You are hereby notified that the contract time will commence **five (5) working days** from the date of your receipt of this "Notice to Proceed" and that all work is to be completed within **Forty Five (45) working days**.

Please be reminded that in accordance with the specifications, within **five (5) working days** from the date of your receipt of this "Notice to Proceed", you are required to furnish this office with a project schedule; a list of the sources of materials to be incorporated into the work; product and equipment data, and shop drawings and submittals.

Under separate cover you should soon be receiving the Progress Payment Schedule form to be used for this Contract. This form is to be completed by you and submitted to this office by no later than the last working day of each month for review and approval for payment.

We are looking forward to working with you on this Contract. Please contact SM Saklaen , Civil Engineer II at (925) 252-6943 with any questions you may have.

Sincerely

Richard Abono
City Engineer

Enclosures:
City of Pittsburg
Engineering Department

Contract Change Order No. _____

for Contract NO. 2021-01; 2021/2022 CDBG ADA Curb Ramp Installation Project
Contractor: _____

The above Contract has been modified as specifically stated herein. In all other respects, the Contract remains unaltered. The following change(s) is/are to be made to the Contract Documents:

Justification for Change:

Original Contract Amount _____
Prior Approved Change Order(s) <Plus/Minus> _____
Contract Amount To Date _____
Amount This Change Order <Plus/Minus> _____
NEW CONTRACT AMOUNT _____

Original Contract Calendar Days _____
Days on Prior Approved Change Order(s) <Plus/Minus> _____
Total Calendar Days To Date _____
Days This Change Order <Plus/Minus> _____
NEW CONTRACT DAYS _____

CONTRACT COMPLETION DATE _____

Such descriptions and details required to amplify this change order are attached and incorporated herein by reference. Said attachment contains ____ page(s).

City and Contractor mutually agree that the payments and agreements herein are undisputed unless otherwise stipulated. For and in consideration of the payments and agreements herein, to be made and performed by City, Contractor agrees to release all claims against the City arising by virtue of work added, deleted, or otherwise changed and the related payments and agreements thereto as set forth herein.

STAFF RECOMMENDATION

Project Manager Date

City Engineer Date

CHANGE ORDER APPROVAL

CONTRACTOR

City Manager Date

Authorized Agent Date
Title:

**CITY OF PITTSBURG
ENGINEERING DEPARTMENT****SPECIAL PROVISIONS
Contract No.: 2021-01
2021/2022 CDBG ADA Curb Ramp Installation Project****SECTION 1 - SPECIFICATIONS AND PLANS****1-1 GENERAL**

Standard Specifications. - The Work hereunder shall be done in accordance with the City of Pittsburg Standard Details, and the State of California Standard Specifications dated 2018 and the Standard Plans dated 2018, issued by the California Department of Transportation insofar as the same may apply and in accordance with the following Special Provisions:

1-1 Definitions and Terms - Unless the context otherwise requires, the terms listed and defined in Section 1 of the Standard Specification are amended as follows:

1-1.03 Acceptance - The formal written acceptance by Resolution of the City Council of the City of Pittsburg of an entire contract which has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.

1-1.071 Bidding Documents - A complete set of bound documents available from the office of the Engineer to be used by Bidder for the preparation and submittal of a bid for the work. The Bidding Documents include, *Notice to Contractors*, plans, specifications, proposal forms, and sample contract documents and addendums if any are issued by Engineer.

1-1.12 Days - As used in these Special Provisions, the word day(s) shall mean working days. A working day shall be Monday through Friday, except holidays as recognized by the City of Pittsburg.

1-1.13 Department - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.

1-1.15 Director - The City Manager of the City of Pittsburg, State of California.

1-1.18 Engineer - City Engineer of the City of Pittsburg, State of California designated by the City to have administrative control over the work acting either directly or through duly authorized agents acting within the scope of

the particular duties delegated to them.

1-1.211 Freeway - The word freeway shall mean a public thoroughfare for vehicular and pedestrian traffic including any alley, avenue, boulevard, cul-de-sac, drive, lane, parkway, road, or street.

1-1.24 Highway - The word highway shall mean the whole right-of-way which is reserved for and secured for any use in constructing, operating, and maintaining any roadway and the appurtenances thereto.

1-1.25 Laboratory - The consulting engineering firm or laboratory authorized by the Engineer to test materials and work involved in the contract. When a reference is made in the specifications to "Transportation Laboratory", the reference shall mean a Testing Company that listed in the City on-call listing.

1-1.255 Legal Holiday – Those Holidays designated hereinafter in this part are City Holidays and Closures.

| | |
|--------------------|----------------------------|
| New Year's Day | Martin Luther King Jr. Day |
| Lincoln's Birthday | Washington's Birthday |
| Cesar Chavez Day | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veterans Day |
| Thanksgiving Day | Christmas Day |
| Winter Closure | |

1-1.26 Liquidated Damages - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City of Pittsburg 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 Special Provisions.

1-1.271 Owner - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.

1-1.272 Miscellaneous Terms - Whenever in the Standard Specifications or these Special Provisions the following terms and abbreviations are used, the intent and meaning shall be interpreted as provided herein.

- 1) Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning refer to actions, expressions, and prerogatives of the Engineer.

- 2) Where certain requirements of the Standard Specifications or these Special Provisions are described with the words shall or must as a stipulation, it is mandatory that the requirements be met.
- 3) Where the word should is used, it is considered to be advisable, recommended but not mandatory.
- 4) The word may means a permissive condition.

1-1.275 Office of Structure Design - The Office of the City Engineer of the City of Pittsburg. When the specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to: Office of the City Engineer, 65 Civic Avenue, Pittsburg, California 94565.

1-1-39 State - The City of Pittsburg, a municipal corporation organized and existing in the County of Contra Costa, State of California.

1-1.40 State Contract Act - All applicable provisions of the Public Contract Code (excluding Chapter(s) 1, 2, 3, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes.

Wherever in the Standard Specifications or these Special Provisions the terms are used, the definitions shall be as set forth herein above.

1-2 PRELIMINARY MATTERS

1-2.01 Legal Address of the Owner - The official address of the owner shall be City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565, or such other address as the Owner may subsequently designate in written notice to the Contractor.

1-2.02 Legal Address of the Engineer - The official address of the Engineer shall be City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565, or such other address as the owner may subsequently designate in written notice to the Contractor.

1-2.03 Legal Address of the Owner's Project Representative - The name and address of the Owner's designated Project Representative shall be City of Pittsburg, Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565 or such other address as the Project Representative may subsequently designate in writing to the Contractor.

1-2.04 Notification - The Contractor shall notify the City of Pittsburg and the

owners of all utilities and substructures, not less than 2 working days prior to the starting of construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

| | |
|--|----------------|
| City of Pittsburg, Engineering Division | (925) 252-4930 |
| City of Pittsburg, Public Works Department | (925) 252-4936 |

- END OF SECTION -

SECTION 2 - INSTRUCTIONS TO BIDDERS

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

In addition to the provisions stated in Section 2 of the Standard Specifications, the following paragraphs shall replace:

2-1.06 Contents of Proposal Forms

Prospective bidders will be furnished with Bidding Documents for a non-refundable deposit. The Bidding Documents include a proposal form 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 furnished. The plans furnished with the Bidding Documents 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 in the Bidding Documents shall be in writing.

City and Engineer in making copies of Bidding Documents available do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant approval for any other use.

2-1.06A Supplementary Information

Any supplementary information; including as-built drawings, design calculations, foundation and site studies, project reports and other data in connection with the investigation, design, construction and maintenance of prior projects, which may be made available by State for inspection by Bidders in accordance with the provisions of Section 2-1.07 "Job Site and Document Examination" of the Standard Specifications shall not be a part of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any such supplementary information or reliance on interpretations, opinions or information contained in such reports or shown or indicated in such drawings. Bidder is cautioned to make any independent investigation and examination as deemed necessary to be satisfied as to the conditions to be encountered in the performance of the work.

In addition to the provisions stated in Section 2 of the Standard Specifications, the following paragraphs shall be added:

2-1.07A Access to Site

On request, City will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

2-1.06B Interpretations and Addenda

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by State or Engineer. All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to be delivered by mail or by electronic means (facsimile or email) to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 calendar days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2-1.06C Substitute and "or-equal" Items

Attention is directed to the provisions of subparagraph 6-1.05, "Specific Brand or Trade Name and Substitution" of these Special Provisions pertaining to the substitution of "equal to or better than" items.

2-1.06D Preparation of Bid

The Proposal Forms are included with the Bidding Documents. Additional copies may be obtained as noted in the *Notice to Contractors*. The following requirements apply to the completion of the bid form:

- (1) All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each Bid item listed therein.
- (2) A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- (3) A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- (4) A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- (5) A Bid by an individual shall show the Bidder's name and official address.
- (6) A Bid by a joint venture shall be executed by each joint venture in the

Special Provisions

- manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- (7) All names shall be typed or printed in ink below the signatures.
 - (8) The Bid shall contain an acknowledgment of receipt of all Addenda, if any, the numbers of which shall be filled in on the Bid.
 - (9) The address and telephone number for communications regarding the Bid shall be shown.

2-1.07B Obligation of Bidder

It is the obligation of each Bidder before submitting a bid to:

- (1) Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- (2) Visit the site and become familiar with and satisfy Bidder as to the general local and site conditions that may affect cost, progress, and performance of the Work;
- (3) Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- (4) Obtain and carefully study (or assume responsibility for doing so) any additional or supplementary information which may affect cost, progress, or performance of the Work or which relate to any aspect of the mean's, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- (5) Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- (6) Become aware of the general nature of the work to be performed by State and others at the Site that relates to the Work as indicated in the Bidding Documents;
- (7) Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- (8) Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents;
- (9) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work; and
- (10) Bidders shall submit a Bid on a unit price or lump sum basis item as indicated in the Bid Schedule for each item of Work listed. Bids are to be submitted for the entire work, including any Additive Alternate Items that may be listed in the Bid Schedule. The Bid prices shall include such amounts as the Bidder deems proper for overhead and profit.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this subparagraph, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

2-1.06E Pre-bid Conference

There will be no pre-bid meeting. The contractor is responsible to inspect the site of the proposed work to ascertain a satisfactory understating of the existing actual site conditions.

2-1.06F Proposal Forms

All Bidding documents shall be obtained from the office of the Engineer, 65 Civic Avenue, Pittsburg, California 94565, or as otherwise set forth in the "Notice to Contractors".

2-1.06G Bidder Statements and Affidavits

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bidding Documents

2-1.06H Proposal Guaranty

Bidder's Bond is included in the Bidding Documents.

2-1.08 Submittal of Bid

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the *Notice to Contractors / Invitation to Bid* and shall be enclosed in an opaque sealed envelope plainly marked "BID ENCLOSED" with the Project title, date and time of the bid submittal deadline (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by

the bid security, signed addenda (if any), and other required documents.

Proposal forms may be separated from other bidding documents and submitted.

- END OF SECTION -

SECTION 3 – CONTRACT AWARD AND EXECUTION

General: Attention is directed to Section 3, “Contract Award and Execution” of the Standard Specifications as amended by these Special Provisions.

Bid protests are to be delivered within two days to the following address: City Engineer, City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565.

Section 3-1.04, “Contract Award” of the Standard Specifications shall be amended to read as follows:

3-1.04 Contract Award

The right is reserved to reject any and all proposals, including without limitation, nonconforming, non-responsive, unbalanced, or conditional proposals. The City further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. CITY reserves the right to waive any informality.

The award of 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 and the bidder concerned.

Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Base Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the CITY may award schedules individually or in combination. In the case of two or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

3-1.04.1 Evaluation of Proposal

In evaluating a proposal, Engineer will consider whether or not the proposal complies with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the proposal or prior to the Notice of Award

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

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

1. Bidders shall submit a price for each item of Work listed in the Bid Schedule. Bids are to be submitted for the entire work, including Alternates, if any, listed on the Bid Schedule except as may otherwise be noted.

2. The basis of the evaluation of a bid will be the total amount of all the base bid items on the contract Bid Schedule. The City will determine which Alternates, if any, will be awarded for construction based upon predetermined priorities and budget. Alternate items are listed in the Bid Schedule in the order in which the alternate items will be considered for award, if any alternates are awarded.
3. The total of all estimated prices will be determined as the, sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with the Special Provisions.
4. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between amount given in figures and in words (if required) will be resolved in favor of the words.

3-1.04.2 Bidder Qualifications

The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:

1. The low bid will be the Bid with the lowest total for the bid item(s) as determined by summing the products of the listed quantities and unit prices and the lump sum prices for each base bid item.
2. Responsive Bidder: Means a Bidder who has submitted a Bid that conforms in all material respects to the Bidding Documents.
3. Responsible Bidder: Means a Bidder who has the capacity and capability in all respects to perform fully the contract requirements and who has the integrity and reliability to assure good faith performance. Among factors to be considered in determining whether the Bidder meets these standards, are:
 - a. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
 - b. A record of integrity based upon review of the "Technical Ability and Experience Statement";
 - c. A record of successful completion defined as: completion of a project within a reasonable time and budget based upon

- the “Technical Ability and Experience Statement”;
- d. Qualified legally to contract with the CITY, and;
 - e. Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.
4. The Bidder shall be licensed to do business in the State of California as a contractor in accordance with the Business and Professions Code at the time that the Contract is awarded. The “Class” of license required is set forth in the *Notice to Contractors*. Questions concerning contractor licensing may be referred to the Contractors' State License Board.
 5. SB 854 requires that Contractors must register with the Department of Industrial Relations (DIR) and meet specific requirements before bidding on public works contracts in California. Contractors can register at <https://www.dir.ca.gov>.
 6. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
 7. In evaluating Bidder, Engineer will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted as provided in the Proposal.
 8. Engineer may conduct such investigations as City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

Section 3-1.05 of the Standard Specifications shall be replaced with the following:

3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder shall, simultaneously with execution of the contract, furnish a combined surety bond in favor of the City of Pittsburg to secure the faithful performance of the contract and payment for labor, materials, equipment and supplies furnished for the work, each in an amount equal to one hundred (100) percent of the total contract bid price.

Surety on said bond shall be satisfactory to the City Attorney.

In lieu of a combined surety bond, separate bonds in amounts equal to one hundred (100) percent of the total contract bid price for faithful performance and one hundred (100) percent of the total contract bid price for payment of labor, materials, equipment and supplies furnished for the work may be substituted.

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

Section 3-1.18 of the Standard Specifications shall be amended to read as follows:

3-1.18 CONTRACT EXECUTION

See sample Contract in the Sample Contract Documents of these Special Provisions.

City shall issue a written *Notice of Award* to the Successful Bidder. Said notice shall be accompanied by the required number of unsigned counterparts of the *Agreement* and other documents that are identified in the *Agreement* as attached thereto. Within five (5) working days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the *Agreement* and attached documents to Engineer.

Successful bidder may request in writing to Engineer, an extension of the time allowed to sign and deliver the required documents. Approval of any extension of time shall be at the sole discretion of the Engineer.

Failure to sign and deliver the required the required documents may result in forfeiture of bid security.

These special provisions set forth the City's requirements as to surety bonds and insurance. When the Successful Bidder delivers the executed *Agreement* to City, such bonds and insurance must accompany it.

3-1.18.1 RETURN OF PROPOSAL GUARANTEE

The City may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

— END OF SECTION —

SECTION 4 - BEGINNING OF WORK, PROSECUTION AND PROGRESS

4-1.01 GENERAL

The work of this Contract consists in general of the removal and replacement of curb, gutter, sidewalk, ADA ramps to the form and dimensions indicated and as specified in the appendix of Special Provisions. The scope of work includes but is not necessarily limited to; furnishing all products, equipment, materials, and labor required to demolish and remove sidewalks, curb, gutter, installation of new curb, gutter, sidewalk and ADA ramps per the contract documents and as shown on the plans and/or described in the Specifications.

4-1.02 BEGINNING OF WORK

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

The first paragraph of Section 8-1.04 of the Standard Specifications shall be amended to read as follows:

Contractor shall not start work until after receipt of a written Notice to Proceed, issued by the Engineer. The Notice to Proceed shall be in writing and deemed given when personally delivered, E-mail or deposited in the mail (certified or registered delivery) addressed to the Contractor. The Contract time shall commence not later than ten working days after the Contractor's receipt of such notice.

4-1.03 COMPLETION OF WORK

The contract time (date of commencement) shall commence not later than five (5) working days after the date of Contractor's receipt of a written *Notice to proceed* when said Notice is delivered in accordance with the provisions of Section 4-1.02 herein above.

Subject to the provisions of Section 8-1.05, "Time," of the Standard Specifications, said Work shall be diligently prosecuted to completion before the expiration of **Fifty (50) working days**.

4-1.04 LIQUIDATED DAMAGES

Subject to the provisions of Section 8-1.10 "Liquidated Damages" of the Standard Specifications and Government Code §53069.85, should the Contractor fail to complete the work within the number of working days specified, including any extensions of time for excusable delays, the Engineer shall deduct from the contract price the amount of **One Thousand Dollars (\$1,000.00)** for each working day of delay beyond the date of completion until the work is completed.

4-1.05 HOURS OF OPERATION

Working hours shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Contractor shall not operate, permit, use, or cause to operate any of the following types of vehicles, equipment, or tools, other than between the hours set forth herein:

- a) Powered vehicles
- b) Construction equipment
- c) Loading and unloading vehicles
- d) Domestic power tools

No work shall be performed on Saturday, Sunday or City Holidays or during the Winter Closure except by arrangement with the Engineer or as noted above. Any request to work on Saturday, Sunday or a City holiday shall be submitted to Engineer a minimum of three (3) working days in advance.

The hours for closure of traffic lanes, sidewalks and shoulders within the right-of-way may be more restrictive than the hours set forth herein above. Refer to the requirements set forth in Section 10 of these special provisions.

4-1.06 SCHEDULE OF WORK

The first and second paragraphs of Section 8-1.02A "General" shall be revised as follows:

The Contractor shall submit to Engineer a practicable schedule of work within 10 days of Contractor's receipt of a Notice to Proceed when said Notice is issued in accordance with Section 4-1.02 of these special provisions.

Schedule may be in the form of a Gantt Chart (Bar Chart) or other form of tabulation or graph. The schedule must clearly show all tasks, dependencies and duration. The submittal shall include the schedule for furnishing all of the equipment, products and services. See section 8-1.02C, "Level 2 Critical Path Method Schedule."

4-1.07 PRE-CONSTRUCTION CONFERENCE

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Engineer located at the City Hall, 65 Civic Avenue, Pittsburg, California, in the 1st Floor Conference Room, for the purpose of discussing with the Contractor the scope of work; Plans; Specifications; existing conditions; materials to be ordered; equipment to be used; and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include the superintendent and foreman for the work and may include sub-contractors. The Contractor shall also provide a list of all subcontractors and suppliers at said meeting.

4-1.08 AFTER HOURS EMERGENCIES

The Contractor shall provide the Engineer with the telephone number of one superintendent and two appointed alternates for after hours emergencies.

4-1.09 PROJECT RECORD DRAWINGS

The Contractor shall maintain for the City, one record copy of:

1. Specifications.
2. Addenda.
3. Change Orders.
4. Product data and samples.
5. Record Drawings
6. Curb Ramp Compliance Report

The Contractor shall store record documents and a clean, dry, legible condition and in good order. Record documents are not to be used for construction purposes. Record documents and samples shall be made available at all times for inspection by the Engineer.

The Contractor Shall Label each document "PROJECT RECORD" in neat large printed letters. Record information shall be maintained concurrently with construction progress to record actual construction.

The Contractor shall annotate on the record documents at a minimum the following information

1. Depths of various elements of construction relative to top of curb or pavement.
2. Horizontal and vertical locations of underground utilities and appurtenances.
3. Field changes of dimensions and detail.
4. Changes made by change order.
5. Details not in original Contract Documents.
6. Specifications and addenda –
7. Legibly mark section to record:
 - a. Manufacturer, trade name, catalog number, and supplier of each product and item actually installed or constructed.
 - b. Changes made by change order.

At the close-out of the Project the Contractor shall deliver record documents to the Engineer.

Full compensation for furnishing all labor, materials, equipment, and incidentals to perform the work required for "Project Record Drawings" as specified in these Special Provisions shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

- END OF SECTION -

SECTION 5 - CONTROL OF WORK, MEASUREMENT AND PAYMENT

5-1.01 PRECEDENCE OF CONTRACT DOCUMENTS

The second paragraph of Section 5-1.02, "Contract Components" of the Standard Specifications shall be deleted and replaced with the following:

In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as listed below:

1. *Permits from other agencies as required*
2. *Supplemental Agreements*
2. *Contract Change Orders*
4. *Addenda*
5. *Proposal Packet (Bid Forms)*
6. *Special Provisions*
7. *Project Plans (Contract Drawings)*
8. *Reference Specifications (Including but not limited to Specifications attached in these Appendices)*
9. *Standard Plans*
10. *Standard Specifications*

With reference to the Plans, the order of precedence shall be as follows:

1. *Written figures shall govern over scaled dimensions*
2. *Detailed plans shall govern over general plans*
3. *Addenda or Change order drawings govern over Project Plans*
4. *Project Plans shall govern over Standard Plans*
5. *Project Plans shall govern over Shop Drawings*

5-1.02 WARRANTY PERFORMANCE BOND AND CORRECTION / REPAIR PERIOD

- The Performance Bond furnished by the Contractor shall remain in force and effect, and shall not be exonerated for a period of one year after the City's acceptance of the project; or, at the Contractor's option in lieu thereof, the Contractor may furnish a separate Performance Bond prior to acceptance of the work, in a sum not less than 10 percent of the face amount of the contract, such bond to guarantee Contractor's performance of the obligation to correct, repair or replace defective materials or workmanship as stated elsewhere in these provisions, and to remain in effect for a period of one year from the date of the City's acceptance of the project. Nothing in this paragraph shall be deemed or construed to limit the Contractor's obligation of performance.

5-1.03 ACCESS OR TEMPORARY RIGHTS-OF-WAY

- All access or construction rights-of-way of a temporary nature, other than shown on the plans, which the Contractor may find that it required during progress of the work, shall be arranged for and paid for entirely by the Contractor, at its own expense.

5-1.04 PROTECTION OF SURVEY MONUMENTS

- The Engineer shall maintain a survey location check on all monuments. It shall be the Contractor's responsibility to protect all the existing survey monuments, bench marks, survey marks and stakes. Should the Contractor anticipate removal of any survey monuments, it shall notify the Engineer before removal. Removal of such monuments, or displacement thereof, shall require their resetting per City Standards for the existing type of monument. Should such resetting be necessary, Contractor shall hire a Land Surveyor licensed in the State of California to perform the work. The Contractor shall be financially responsible for reinstalling the monument well.

5-1.05 LAYOUT

- All construction staking and field marking for job limits, saw-cut lines and removals, pavement delineation, and roadway signage shall be the responsibility of the Contractor except as otherwise noted.
- Contractor shall maintain stakes for use by the Engineer to verify the accuracy of the work. Damaged or disturbed stakes shall be replaced, at the Contractor's expense until no longer needed by the Engineer.

5-1.06 AUTHORITY OF ENGINEER

- The Engineer, 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. His decision shall be final, and he shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

5-1.07 INSPECTION

- The Engineer, or his authorized representative, shall, at all times, be accorded safe access to the Work during the construction to observe and review all work, 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 plans and specifications. All work done, and all materials furnished shall be subject to inspection by Engineer.

- The Engineer, or his authorized representative, may inspect the production of material, or the manufacture of products, at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer, or his authorized representative, shall have free entry at all times to such parts of the plant as concern the manufacture or production of the materials. The Engineer assumes no obligation to inspect materials at the source of supply. The responsibility of incorporating satisfactory materials in the work rests entirely with the Contractor, notwithstanding any prior inspections or tests.

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- Unless otherwise provided, all initial testing for compaction and materials shall be at no expense to the Contractor and shall be performed by the City's laboratory or in a laboratory designated by the City. Any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. When required by the Contract or the City, the Contractor shall furnish, at no extra charge, certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.
- When the work has been completed, representatives of the Engineering and the Public Works Departments will make the final inspection.
- When the work is substantially complete, the Contractor shall notify the Engineer that the work is ready for final inspection. Otherwise, the final inspection will be made on the working day prior to the completion of the Contract.

5-1.08 ADDENDA

- Any questions or comments that prospective bidders may have concerning the plans and specifications shall be directed to the Engineer in accordance with Section 2-1.06B of these special provisions. Any written clarifications will be issued as addenda prepared by the Engineer. Any addenda issued during the time of bidding shall be acknowledged as a part of the Contract Documents.

5-1.09 SITE EXAMINATION

- Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the work, and the general and local conditions particularly, but without limitation to all other matters which can in any way affect the work or the cost thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable conditions will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the work.

5-1.10 FLOW AND ACCEPTANCE OF WATER

- It is anticipated that storm, surface or other waters may be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that it has investigated the risk arising from such waters and has prepared its bid accordingly; and the Contractor submitting a bid shall assume all risk.

5-1.11 PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

- The experience, knowledge, capability and reputation of the Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Therefore, the Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Contract nor any interest may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than 25 percent of the present ownership and/or control of the Contractor, taking all transfers into account on a cumulative basis. In the event of any such

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unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express written consent of the City.

- This Article does not apply to the assignment of anti-trust actions by the Contractor or subcontractor under the provisions of Section 7-1.02L(2) of the Standard Specifications.

5-1.12 LABOR NONDISCRIMINATION

- Attention is directed to the provisions of Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, and to the provisions of Government Code Section 12990.

5-1.12.1 MINORITY EMPLOYMENT / LOCAL RESIDENT / LOCAL BUSINESS GUIDELINES (VOLUNTARY PROGRAM)

- Attention is directed to City Council Resolution 93-8022 included in Appendix "A" to these special provisions. The City Council has adopted the voluntary guidelines set forth to increase awareness and utilization of, and encourage employment opportunities for minorities, local residents and local businesses and suppliers within the City of Pittsburgh.

A. Objective

To increase awareness and utilization of, and encourage employment opportunities for minorities, local residents and local businesses and suppliers within the City of Pittsburgh.

B. Definitions

1. "Agency" means the City of Pittsburgh.
2. "City" means the City of Pittsburgh.
3. "Contractor" means the individual, partnership, corporation, joint venture or other legal entity desiring to obtain a public works contract with the Agency.
4. "Local business or supplier" means a business or supplier that is located in the City and meets all of the following criteria:
 - 4a. The business is at a fixed, established commercial or residential address which constitutes the business location and at which work of an administrative, clerical, professional or production nature pertinent to the contract between the Agency and the contractor is conducted;
 - 4b. The business is not a temporary office, movable office or post office box;
 - 4c. The business has a City business license tax certificate;
 - 4d. The business has been in existence for at least six (6) months in the City; and

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- 4e. The business has proof of past contracts citing its Pittsburgh business address.
5. "Minority" means a person who in the following racial or ethnic groups:
- 5a. African American is a person having origins in any of the Black racial groups of Africa.
- 5b. Hispanic is a person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture.
- 5c. Asian or Pacific Islander is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Pacific Islands or the Indian Subcontinent including China, Japan, Korea, Philippine Islands, Samoa, India, Pakistan, Bangladesh, Nepal, Sikkim, Sri Lanka and Bhutan.
- 5d. Native America is a person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliations.
- For purposes of this program, women shall also be included in the definition of minorities.
6. "Public works contract" means any construction, alteration, demolition, or repair work done under contract and paid in whole or in part out of public funds or a contractor who receives a subsidy from the Agency, be it financial or otherwise.

C. Goals

1. The contractor who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit minority candidates for employment positions. The contractor is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.
2. The contractor who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit City residents for employment positions. The contractor is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.
3. The contractor who is awarded a public works contract by the Agency is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. The contractor is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of supplies and services.
4. A copy of Resolution No. 93-8022 of the City Council of the City of Pittsburgh has been attached herein for reference.

D. Reporting Requirements.

1. Each contractor is required to complete and submit on a monthly basis a Monthly Employment Report and a Monthly Services and Supplier Report. These reports shall be submitted by the contractor at the end of each month with the monthly progress payment request until all work on the project has been completed. A copy of the Monthly Employment Report and the Monthly Services and Supplier Report have been provided herewith.
2. Upon completion of the public works project, each contractor is required to submit a summary of the actions, activities and efforts it used or attempted to use to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above.

E. Voluntary Program

This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project. The monthly reporting requirement is not voluntary.

5-1.13 PUBLIC SAFETY

- The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

5-1.14 TREE TRIMMING AND ROOT PRUNING

- Contractor shall notify city of any tree root greater than 1" encountered during excavation or branches in conflict with construction operation. Under the supervision of the city roots and branches shall be trimmed by a clean straight cut by the contractor.

5-1.15 HIGHWAY CONSTRUCTION EQUIPMENT

The first paragraph of Section 7-1.02O, "Vehicle Code," of the Standard Specifications is amended to read:

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 following requirements of the Vehicle Code will apply: the lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in the weight limitation requirements contained in Division 15.

5-1.16 PROJECT APPEARANCE

- The Contractor shall maintain a neat and clean appearance to the work site.
- In any area visible to the public, the following shall apply:

Broken concrete, asphalt pavement, excavated material, debris developed during clearing and grubbing and other deleterious material shall be loaded for off-haul and disposal concurrent with its removal. If stockpiling of any material is necessary, a trash bin shall be provided and the trash bin shall be emptied at least once weekly or more often if required.

Formwork materials that are to be re-used shall be stacked neatly concurrently with their removal. Formwork materials that are not to be reused shall be loaded for off-haul and disposal concurrently with removal.

- Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.17 MATERIAL SITES

- Local material sites used by the Contractor shall be graded so that, at the time of final inspection of the contract, they will drain and will blend in with the surrounding terrain.

5-1.17 PERMITS AND LICENSES

The Contractor will be required to obtain any and all permits required by the City of Pittsburg to do the work in connection with the Contract.

1. Encroachment Permit: Contractor shall apply to the City Engineering Department for an encroachment permit prior to commencing with any work in the right-of-way. The encroachment permit will be issued at no cost to Contractor.
 2. Construction Water Permit: See Appendix C for meter application.
 3. Construction and Demolition Debris Waste Management Plan (WMP) Permit. See Appendix G.
 4. OSHA: Such permits and inspections as may be required in accordance with the safety and health requirements of the California Division of Industrial Safety.
- The Contractor and each subcontractor will be required to obtain a City Business License, at their sole cost and expense, prior to commencing any work covered by this Contract.
 - The Contractor shall at all times comply with the terms and conditions of any permit or license required by the City or other authority during the performance of the work of this contract.
 - Measurement and payment for all permits and licenses shall be included in lump

sum price or price bid for “Mobilization” as set forth in the Bid Schedule and no additional compensation will be allowed therefore.

5-2 MEASUREMENT AND PAYMENT

5-2.01 Description

- Payment for the various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work, all in accordance with the provisions for Measurement and Payment in the Standard Specifications and these Special Provisions, and as shown on the drawings, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all incidental costs therefore shall be included in the prices named in the Bid Sheet(s) for the various appurtenant items of work.
- Subject to the provisions of Section 7100 of the California Public Contract Code, the payment of undisputed amounts is contingent upon the contractor furnishing the City with a release of all claims against the City arising by virtue of the contract work related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the contractor from the operation of the release.

5-3 PAYMENT SCHEDULE

5-3.01 Bid Schedule

- Attention is directed to Section 5-1.13 “Subcontracting” and Section 9-1.02C “Final Pay Item Quantities” of the Standard Specifications. All pay line items will be paid for at the lump sum and unit prices named in the Bid Schedule for the respective items of work. The quantities of work or material stated as unit price items in the Bid Schedule are supplied only to give an indication of the general scope of the Work; the City does not expressly nor by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of work in accordance with the provisions of Section 9-1.02, herein, and shall have the right to delete any bid item in its entirety, or to add additional bid items.

5-3.02 BID PRICES

- Within five working (5) days of Contractor’s receipt of a *Notice to Proceed*, Contractor shall furnish Engineer with a *Schedule of Values* for any lump sum item(s) listed in the *Contract Proposal*. The *Schedule of Values* shall itemize salient activities and

constituents of the Work and the costs involved.

- The bid prices paid for the various items of work included in the Contract Proposal shall be considered as full compensation for all labor, materials, equipment, tools, and incidentals required for the construction of the improvements complete and in place in accordance with the plans and specifications and applicable codes and no additional compensation will be allowed therefor.
- Where the drawings and specifications describe portions of the work in general terms, but not in complete detail, it shall be understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, material, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

5-3.03 CHANGES IN WORK

- Except in the event of urgent necessity for the purpose of affording protection against any emergency endangering health, life or property, the Contractor shall make no change in the work of this Contract, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of this Contract, unless pursuant to a written order from the Engineer authorizing the change.
- It is presumed that all work performed by the Contractor under this contract is included in the contract price unless the City has signed a written extra work order directing the contractor to perform additional work and specifying the consideration to be paid. No claim for an adjustment of the Contract Price will be paid, unless so ordered.

5-3.04 PROGRESS PAYMENTS, FINAL PAYMENT AND RETENTION RELEASE

A. Progress Payments

(1) For the purpose of this section:

- (a) A progress payment shall include all payments due contractor except that portion of the progress payment or final payment designated by the contract as retention.
- (b) Contractor shall prepare and submit a payment request to the Engineer once each month, on or before the last working day of the month, on the progress payment schedule furnished by City for the total amount of the work completed and the value of material delivered on the ground or stored subject to, or under the control of the City, and unused, for the prior thirty (30) days.

(2) Upon receipt of a payment request, Engineer shall act in accordance with the following:

- (a) The Engineer shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (b) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than 7 days after receipt. A payment request returned shall be accompanied by a written explanation of why the payment request is not proper.
- (c) Should the City fail to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from contractor, City shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (d) The number of days available to the City to make payment without incurring interest pursuant to this request shall be reduced by the number of days by which the City exceeds the seven day requirement set forth in paragraph (b) of Part 3.

(3) Partial Payments and Retention

- (a) The City shall make a progress payment to the Contractor; subject to conditions of paragraph (3) (b) below, once a month.
 - (b) In accordance with the authority granted by Public Contract Code §9203, the City shall withhold from any progress payment, the amount of five percent of the amount of actual work completed plus the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused, until final completion and acceptance of the project. The City shall pay contractor, the balance not retained, as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Contract or the Law.
 - (c) Pursuant to Section 22300 of the Public Contracts Code, the Contractor may (upon request and at its sole expense) substitute securities listed in Section 16430 of the Government Code in-lieu of any money withheld by the City as described herein above.
- (4) No payment of such claim shall be construed as acceptance or approval of any part of the work.

B. Final Payment

- (1) Upon completion of the work of the improvement work, Contractor shall submit a final payment claim. The final payment claim shall be submitted concurrently with Contractor's request for City acceptance. The payment due the contractor

for work performed and materials furnished shall be determined from the final measurements approved by the Engineer and the contract prices bid by the Contractor, including such extra work as may have been properly authorized. All prior partial quantities and payments shall be subject to correction in the final payment, and no payment shall be construed to be an acceptance of any work or materials.

- (2) Attention is directed to the provisions of Public Contract Code §7100. The acceptance of payment by contractor cannot be a waiver of all claims. The City may require that payment of undisputed amounts shall be contingent upon the contractor furnishing a release of all claims against the City arising by virtue of the public work related to those amounts. Disputed claims included in such stated amounts may be specifically excluded by the contractor from the operation of the release.

C. Release of Withheld Funds

- (1) Release of withheld funds (retention) shall be subject to the provisions of §7107 Public Contract Code and §§3196-3205 Civil Code. Upon the adoption of a resolution by the legislative body of the City accepting the improvement work as complete, a Notice of Completion shall be filed with the Office of the Recorder of the County of Contra Costa. The Engineer shall have ten (10) days from the date of acceptance to record the Notice of Completion.
- (2) No release of retention shall be made until a minimum of 30 days has elapsed following the recording of a Notice of Completion. The final payment of the work will be made to the Contractor, less any money required to be withheld where a stop notice has been filed with the City in a proper and timely manner in accordance with Civil Code §§3103, 3181, and 3184.

5-3.05 PAYMENT ITEMS

- Measurement and payment for the items listed in the Bid Schedule shall be in accordance with the Standard Specifications except as modified hereinafter by these special provisions.

Bid Item 1: The contract lump sum price paid for “**Mobilization**” as set forth in the Bid Schedule will be made in the form of monthly, prorated payments, no part of which will be approved for payment under the Agreement until the initial progress schedule has been furnished as specified herein. The scope of the work included under “Mobilization” shall include, but not be limited to, the following items, which price shall constitute full compensation for all such work for furnishing all labor, materials, tools, equipment, and incidentals for:

- a. Obtaining and paying for all bonds, insurance, and permits.
- b. Moving on to the site of all Contractor's plant and equipment required for

operations per Section 5-1.33, "Equipment," of the Standard Specifications.

- c. Installing temporary facilities as may be required by the Contractor.
- d. Developing and installing construction water supply per Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications" of the Standard Specifications as may be required by the Contractor.
- e. At Contractor's option, Contractor may provide and maintain field office trailers Contractor's own use. No field office trailers will be required for the Engineer.
- f. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA as required by Section 7-1.02K(6) "Occupational Safety and Health Standards" of the Standard Specifications.
- g. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
- h. Arranging for and erection of Contractor's work and storage yard as may be required by the Contractor.
- i. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA as required by Section 7-1.02K(6) "Occupational Safety and Health Standards" of the Standard Specifications.
- j. Contractor shall submit to the Engineer a practicable progress schedule as specified in Section 4-1.06 of these special provisions.
- k. Attending project meetings.
- l. Maintaining as built plans on a daily basis and providing a marked set of as-built plans at project completion.
- m. Final cleanup of the site and demobilization of Contractor's plant and equipment.

25% percent of mobilization item shall be not be paid until after final clean up and demobilization has been performed.

Bid Item 2: The lump sum amount or price bid for "**Traffic Control**" as set forth in the Bid Schedule will be made in the form of monthly, prorated payments, no part of which will be approved for payment under the Agreement until the initial progress schedule and

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schedule of values have been furnished as specified herein. The scope of the work shall include full compensation for furnishing all labor, materials, tools, equipment, removing barriers and enclosures, provide and maintain the Pedestrian access and circulation that is fully wheelchair accessible and incidentals required for performing all operations required to provide for the safe and convenient movement of public vehicular and pedestrian traffic through and around the construction area, including furnishing, transporting, installing, relocating, maintaining, and removing of all channelizing devices, barricades, flashing arrow signs, temporary signs, temporary striping, and temporary pavement markings.

Bid Item 3: The contract lump sum price paid for "**Sediment & Erosion Control**" shall include full compensation for 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 separate bid item, as specified in plans, the Standard Specifications, and the special provisions, and as directed by the Engineer. All work in sections 4-1.13, "Cleanup", and 10-5, "Dust Control" shall be included with this item.

Bid Item 4: The contract lump sum price paid for "**Utility Potholing**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to complete the work of locating existing storm drain, water, gas, electric, traffic signal, sanitary sewer, cable TV, fiber optic, telephone and irrigation lines within the limits of work of the areas to receive grading and excavation as indicated on the plans.

Bid Item 5: The contract lump sum price paid for "**Clearing, and Grubbing**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to complete the work of clearing, grubbing, demolition, offhaul and disposal of the areas to receive grading and the installation of the sidewalk and other item necessary as indicated on the plans.

Bid Item 6: The contract lump sum price paid for "**Excavation & Grading**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved to complete the work of excavating, grading, and disposal of surplus material for the areas to receive the installation of the sidewalk, curb & gutter, and other item necessary as indicated on the plans.

Bid Item 7: The unit price per square foot of "**Demolish Sidewalk**" as set forth in the Bid Schedule shall include all equipment, materials, labor and incidentals required to remove the existing sidewalk and replace with new concrete sidewalk within the limits defined in the plans. This item includes saw cutting and removal of existing concrete, disposal of waste material, protecting existing utility boxes, water meter boxes, valve boxes, fire hydrants, trimming and pruning the tree roots, work around utility poles,

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vandalism prevention during concrete curing time, doweling into existing sidewalk, and other incidentals required to construct the project as shown in the plans, these special provisions and/or as directed by the Engineer.

Bid Item 8: The unit price per square foot of “**Ramp and Sidewalk (within ramp limits)**” as set forth in the Bid Schedule shall include all equipment, materials, labor and incidentals required to remove the existing sidewalk and replace with new concrete sidewalk and curb ramp within the limits defined in the ramp layout detail in Appendix E. This item includes saw cutting and removal of existing concrete, disposal of waste material, adjusting to grade existing water meter box, valve box, fire hydrant, trimming and pruning the tree roots, work around utility poles, vandalism prevention during concrete curing time, doweling into existing sidewalk, truncated domes, retaining curbs, landscape and irrigation restoration, and other incidentals required to construct the project as shown in the plans, these special provisions and/or as directed by the Engineer.

Note: retaining curbs constructed as part of Ramp and Sidewalk is included as part of the square footage measurement for this bid item.

Bid Item 9: The unit price linear foot of “**Curb and Gutter (within ramp limits)**” as set forth in the Bid Schedule shall include all equipment, materials, labor and incidentals required to remove the existing curb and gutter and replace with new curb and gutter within the limits defined in the ramp layout detail in Appendix E. This item includes saw cutting and removal of existing concrete curb, gutter and pavement, disposal of waste material, trimming and pruning the tree roots, vandalism prevention during concrete curing time, doweling into existing curb and gutter, aggregate base, AC conform paving/AC plug, compaction, valley gutter concrete placement and doweling, and all other incidentals work that associated with this item as shown in the plans, special provisions and/or as directed by the Engineer.

Bid Item 10: The unit price per linear foot of “**Curb and Gutter (outside ramp limits)**” as set forth in the Bid Schedule shall include all equipment, materials, labor and incidentals required to remove the existing curb and gutter and replace with new curb and gutter outside of the limits ramp and sidewalk limits defined in the ramp layout detail in Appendix E. This item includes saw cutting and removal of existing concrete curb, gutter and pavement, disposal of waste material, trimming and pruning the tree roots, vandalism prevention during concrete curing time, doweling into existing curb and gutter, aggregate base, AC conform paving/AC plug, compaction, valley gutter concrete placement and doweling, and all other incidentals work that associated with this item as shown in the plans, special provisions and/or as directed by the Engineer.

Bid Item 11: The unit price per square foot of “**Sidewalk (outside ramp limits)**” as set forth in the Bid Schedule shall include all equipment, materials, labor and incidentals required to remove the existing sidewalk and replace with new concrete sidewalk outside the ramp limits defined in the plans. This item includes saw cutting and removal of existing concrete, disposal of waste material, adjusting to grade existing water meter box, valve box, fire hydrant, trimming and pruning the tree roots, work around utility

poles, vandalism prevention during concrete curing time, doweling into existing sidewalk, landscape and irrigation restoration, and other incidentals required to construct the project as defined in the ramp layout detail in Appendix E, these special provisions and/or as directed by the Engineer.

- END OF SECTION-

SECTION 6 -- CONTROL OF MATERIALS

Section 6, "Control of Materials", of the standard specifications is deleted and replaced by the following:

6-1.01 CONTROL 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 and materials furnished by the City in conformance with the provisions in Section 9-1.04, "Force Account."
- Only materials conforming to the requirements of the specifications shall be incorporated in the work.
- The materials and products furnished and incorporated in the work, except as may be provided elsewhere in these specifications or on the plans. The materials and products shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the plans and specifications.
- Materials and products to be incorporated in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative. The Contractor shall furnish without charge such samples as may be required.
- Within five (5) working days after the date of Contractor's receipt of a written *Notice to Proceed*, the Contractor shall furnish the Engineer 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 of Contractor's choice and shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. The Engineer 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 Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer'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 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 Engineer 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.

6-1.01.1 MATERIAL AND EQUIPMENT SUBMITTALS

- This section encompasses the requirements and procedures for submitting shop drawings, product data, and samples relating to the materials and articles as specified in individual sections.

- Unless the context otherwise requires, the terms listed and defined below shall apply to this section:
 1. **Manufacturer's Instructions:** Instructions, stipulations, directions, and recommendations issued in printed form by the manufacturer of a product addressing handling, installation, erection, and application of the product. Manufacturers Instructions are not prepared especially for the Work.
 2. **Shop Drawings:** Drawings, diagrams, schedules, and other data specially prepared for the Project to illustrate some portion of the Work.
 3. **Product Data:** Illustrations, standard schedules, performance charts, brochures, diagrams and other information to illustrate materials or equipment for some portion of the Work.
 4. **Samples:** Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
 5. **Special Samples:** Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged, and will be incorporated in the Work.

- Deliver submittals to Engineer at the address listed in Section 1-2 of these special provisions.

- Furnish submittals in ample time for each to serve the submittals' intended purpose.

- Furnish submittals for materials, products, equipment, and such articles that are specified or otherwise required for the construction, operation, and maintenance of the Work.

- Deliver each submittal under an acceptable transmittal form that identifies:
 1. Submittal date.
 2. Submittal number.
 3. Project No. and title.
 4. Prime Contractor.
 5. Subcontractor and major supplier, when appropriate.
 6. Reference submittal to plans by drawing number, detail, and / or specification

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section numbers, as appropriate.

7. Variations from Contract when variations are included in submittal.
- Submit specified number of copies of each submittal.
 - Provide or furnish products and execute the Work in accordance with accepted submittals, unless in conflict with the plans and specifications.
 - The failure of the City or Engineer in any one or more instances to insist upon strict performance of any of the terms of the plans and specifications to exercise any option therein conferred or reserved, shall not be construed as a waiver or relinquishment by City or Engineer to any extent of the right to assert or rely upon any such terms or option on any future occasion or at any future time.

6-1.01.2 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- Within five (5) working days after the date of Contractor's receipt of a written *Notice to Proceed*, Contractor shall submit Shop Drawings, Product Data, Samples, and other pertinent information in sufficient detail to show that materials, equipment, and products proposed to be furnished are in compliance with specified requirements.
- The following list of required submittals is provided for the Contractor's convenience. It shall not be construed as all inclusive and does not diminish the Contractor's obligation to furnish submittal information on all aspects of the work to be performed:
 1. Aggregate Base
 2. Concrete
 3. Truncated Dome
 4. Other items directed by the Engineer
- Contractor shall be responsible to check, verify, and revise submittals as necessary to bring them into conformance with plans and specifications and actual field conditions.
 1. Determine and verify quantities, dimensions, specified design and performance criteria, materials, catalog numbers, and similar data.
 2. Coordinate individual submittal with other product data and with the requirements of the plans and specifications.
- After completion of checking, verification, and revising, the Contractor shall stamp, sign and date submittals indicating its review and approval; and submit to CITY.
 1. Stamp and signature indicates Contractor has satisfied its responsibilities for shop drawing review and constitutes Contractor's written approval of shop drawing.
 2. Shop drawings and product data without Contractor's written approval will be

returned for resubmission.

- Shop Drawings: Submit a minimum of three (3) copies. The City will retain two copies. Unless additional copies are submitted, one (1) copy will be returned with reviewer's comments and stamp.
- Product Data and Manufacturer's Instructions: Submit a minimum of three (3) copies. Excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with plans and specifications.
 1. The City will retain two copies. Unless additional copies are submitted, one (1) copy will be returned to Contractor with reviewer's comments and stamp.
- Samples: Submit two (2) samples labeled with reference to applicable plans and specifications. Label will be returned with reviewer's selection when appropriate, comments and stamp. Samples will not be returned unless return is requested in writing and additional sample is submitted.
- Special Samples: Submit 2 samples labeled with reference to applicable Contract Documents. Sample and 1 label will be returned for installation in the Work.
- Assume risk of expense and delays when proceeding with work related to required submittals without review and acceptance.

6-1.01.3 MANUFACTURER'S INSTRUCTIONS

- Submit manufacturer's instructions whenever made available by manufacturers and when installation, erection, or application of product or equipment in accordance with manufacturer's instructions, are required by the specifications.
- Submit manufacturer's instructions prior to installation, erection, or application of equipment and other project components.
- Submit manufacturer's instructions in accordance with requirements for product data.

6-1.01.4 CITY'S REVIEW

- City's review of submittals shall not release Contractor from Contractor's responsibility for performance of requirements of plans and specifications. Neither shall City's review release Contractor from fulfilling purpose of installation nor from Contractor's liability to replace defective material, equipment or work.
- The purpose of submittals is to demonstrate how Contractor intends to conform with the plans and specifications and design concepts. No approved submittal shall be deemed to be a part of Contract.
- City's review of submittals, shop drawings, samples, or test procedures will be only

for compliance with requirements indicated on the plans or set forth in the specifications and for general conformance with design concepts.

1. CITY'S Review Does Not Extend To:

- a. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
- b. Contractor's means, methods, techniques, sequences, or procedures except when specified or indicated on the plans.
- c. Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.

- Except as may be provided in subsequent specifications, a submittal will be returned within 10 days as either "No Exception Taken", "Make Correction as Noted", "Revise and Resubmit", or "Resubmit" or an appropriate combination.

1. When a submittal cannot be returned within that period, City will, within a reasonable time after receipt of the submittal, give notice of the date by which that submittal will be returned.

- Revise and correct submittals returned as "revise and resubmit" and resubmit. Direct specific attention in writing to revisions other than the corrections called for by City on previous submittals.

- City will be entitled to rely upon the accuracy or completeness of designs, calculations, or certifications made by licensed professionals accompanying a particular submittal whether or not a stamp or seal is required by plans and specifications or Laws and Regulations.

- Costs incurred by CITY as a result of additional reviews of a particular submittal after the second time it has been reviewed shall be borne by CONTRACTOR. Reimbursement to CITY will be made by deducting such costs from CONTRACTOR'S subsequent partial payments.

6-1.01.5 MINOR OR INCIDENTAL PRODUCTS AND EQUIPMENT SCHEDULES

- Shop Drawings of minor or incidental fabricated products will not be required, unless requested.

- Submit tabulated lists of minor or incidental products showing the names of the manufacturers and catalog numbers, with Product Data and Samples as required to determine acceptability.

6-1.01.6 SUBMITTALS FOR INFORMATION OR RECORD ONLY

- Submit two (2) copies. None will be returned.

MILL TEST REPORTS

- Submit two (2) certified copies of factory and mill test reports. Such reports shall be for record only. No copies will be returned.
- No material or product shall be incorporated in the Work that has not satisfactorily passed testing and inspection.
- Pay for mill and factory tests.

REINFORCING STEEL

- Submit reinforcing steel fabrication and setting drawings for information or record only. No copies will be returned.
- Note deviations and variations as specified for Shop Drawings.

Section 6-2.03, "Department-Furnished Materials", of the standard specifications is deleted and replaced by the following:

6-1.02 CITY FURNISHED MATERIALS

- Materials that are listed as City furnished materials in the special provisions will be available to the Contractor free of charge.
- The Contractor shall submit a written request to the Engineer for the pick-up of City furnished material at least 10 working days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the standard specifications is deleted and replaced by the following:

6-1.03 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

- Whenever a material, product, thing or service is specified or described by brand or trade name in the Contract Documents, the specification or description is intended to establish the type, function, appearance, and quality required. The appearance of manufacturer and product brand or trade names, details of materials or services, or product descriptions in either the plans or the specifications do not constitute an endorsement of it by the Engineer or the City. Unless the specification or description contains or is followed by words reading "no like, equivalent, or "or-equal" item or "no substitution is permitted", other items of material or equipment may be submitted to Engineer for review under the circumstances set forth in these special provisions.

- A. Pursuant to the requirements of Section 3400 of the California Public Contract Code, in those cases involving a unique or novel product application required to be used in the public interest, or where a material, product, thing or service is specified by brand or trade name and only one brand or trade name is known to the City where, the Engineer shall allow a period of time of 10 working days after

Contractor's receipt of the Notice to Proceed for submission of data substantiating a request for a substitution of "an equal" item.

- 1) "Or-Equal" Items: The procedure for submission and requirements of any such application by Contractor shall be as set forth herein. The Engineer will consider the application as set forth herein.
 - a) Contractor shall first make written application to Engineer for review of a proposed "or-equal" item of material or equipment that Contractor seeks to furnish or use. The application shall contain sufficient data to allow Engineer to determine that the item of material or equipment proposed is physically and functionally equal to that named. Data shall include complete dimensions, calculations, technical specifications, samples, and published documents relating to the performance and physical characteristics of the proposed "or-equal" item. Requests for review of proposed "or-equal" items of material or equipment shall not be accepted by Engineer from anyone other than Contractor.
 - b) If in Engineer's sole discretion an item of material or equipment proposed by Contractor is physically and functionally equal to that named and sufficiently similar so that no change in the related work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this, a proposed item of material or equipment will be considered physically and functionally equal to an item so named if:
 1. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 2. Contractor certifies that: (i) there is no increase in cost to the City; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the plans and specifications.
- B. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item in accordance with paragraph A above, it may be considered as a proposed substitute item.
1. The procedure for review by Engineer will be as set forth in subparagraph 2 below, as may be supplemented in these special provisions and as Engineer may decide is appropriate under the circumstances.

2. Contractor shall first make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use.
 - a) The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified.
 - b) The application will state the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of contract completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c) All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated.
 - d) The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.
- C. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in paragraph B above.
- D. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this Section. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved submittal or Shop Drawing for an "or-equal." Engineer will advise Contractor in writing of any negative determination.
- E. Special Guarantee: Engineer may require Contractor to furnish at Contractor's

expense a special performance guarantee or other surety with respect to any substitute.

- F. **Engineer's Cost Reimbursement:** Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitute proposed or submitted by Contractor pursuant to subparagraph B and in making changes in the Contract Documents (or in the provisions of any other direct contract with City for work on the Project) occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse City for the charges of Engineer and Engineer's Consultants for evaluating each such proposed substitute.
- G. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense."

6-1.04 QUANTITIES

- Contractor shall submit, with its billing invoice, a corrected list of quantities, verified by the Engineer, for items shown in the unit price Bid Schedule.

6-1.05 CORRECTION AND REPAIR PERIOD

- If within one year after the date of completion and acceptance of the Work, any Work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions: (i) correct such defective work, or if it has been rejected by the City remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, including claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor. The provisions of this part shall not be construed to be in lieu of such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable guarantee or warranty by a material or equipment producer or supplier as required by the Contract Documents or by any specific provision of the Contract Documents.

In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.

Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under Subsection 6-1.04 of these special provisions, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily

completed.

Unless otherwise provided in the Special Provisions, the Contractor shall provide a post-construction, correction and repair Performance Bond in the amount of 100 percent of the Contract Price to cover all correction and repairs or other corrective work required hereunder and shall maintain such Bond in full force and effect for one full year following the Notice of Completion. Said Bond shall be a separate bonding company from that providing Payment and Performance Bonds.

6-1.06 GUARANTEE OF WORK AND MATERIALS

- The Contractor shall assure and guarantee the work and material for a period of one (1) year from the date of City Council acceptance against any defective work done or defective materials furnished in the performance of the contract.

- END OF SECTION -

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES**SECTION 7-1 INSURANCE****7-1.01 REQUIREMENTS****A. Insurance Requirements for Contractors**

The Contractor shall procure and maintain for the duration of this Contract:

1. Insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The cost of such insurance shall be included in the Contractor's bid proposal.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office General Liability coverage (occurrence form CG 0001).
2. Insurance Service Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto); and
3. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance.

C. Minimum Limits of Insurance

Contractor shall maintain no less than:

1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project / location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retention

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

E. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insured with respect to liability arising out automobiles owned, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, 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 shall be excess of Contractor's insurance and shall not contribute with it.
3. 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 by certified mail, return receipt requested, has been given to the City.

Workers' Compensation & Employers' Liability Coverage

1. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the employers' liability policy which arise from work performed by the Named Insured for the City.
2. The insurance shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less

than A: VII.

G. Verification of Coverage

The Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements are to be on forms provided by the City or on other than the City's forms, provided those endorsements are to be received and approved by the City before work commences. All endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors

The Contractor shall include all subcontractors as insureds 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.

7-1.02 PERSONAL LIABILITY

Neither the Engineer, nor any other officer or authorized employee or agent of the City, nor any authorized officer or employee of the State, County or any District shall be personally responsible for any liability arising under or by virtue of this Contract.

SECTION 7-2 CLAIMS

7-2.01 CONSTRUCTION CLAIMS

A. General

1. Attention is directed to the provisions of Section 20104 and 20104.2 of the California Public Contract Code pertaining public works claims. This section applies to all public works claims; excluding tort claims, of \$375,000 or less.

B. Definitions:

1. The phrase public work shall have the same meaning as in Sections 3100 and 3106 of the Civil Code.
2. The word claim shall mean any demand by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to the contract and payment of which is not otherwise expressly provided for the claimant is not otherwise entitled to, an amount the payment of which is disputed by the City.

C. Claim Resolution:

1. Resolution of claims of \$375,000 or less shall be in accordance shall be in accordance with the procedures set forth Section 20104.2 of the California Public Contract Code and these Special Provisions.
2. Claims shall be in writing and include a general description of the event or occurrence and the indebtedness, obligation or damages incurred so far as it may be known at the time of presentation of the claim.
 - A. The form of the claim shall be as set forth in the contract documents, or if no form is specified, any form of the contractor's choice.
 - B. Contractor shall furnish all documents and data necessary to substantiate any demand for a time extension, payment of money, or damages.
3. Contractor shall file a written claim within fifteen (15) calendar days of the event or occurrence giving rise to the claim. Notifications required in accordance with this part shall be given by either of the following methods:
 - A. Personally delivering the notice to the Engineer or authorized representative as may be set forth in the contract documents.
 - B. Mailing the notice by certified or registered mail to the Engineer or authorized representative at the address stated in the contract documents as the address to which official notices are to be sent.

4. For the purpose of notification, an event or occurrence giving rise to a claim shall be considered to be mutually exclusive of any other event, occurrence or claim.
5. In no case shall Contractor file any claim later than the date of the application for final payment for all demands resulting out of the contract. The application for final payment shall be submitted concurrently with the contractor's request for acceptance by the City Council of the improvement work.
6. At any time within thirty (30) days after a claim is presented, the City may give written notice of the insufficiency of the claim, stating with particularity the defects or omissions therein. Such notice shall be given in the manner prescribed in these Special Provisions. The City may request additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
 - A. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within 15 days after receipt of the request.
 - B. If the amount of the claim exceeds \$50,000, but is less than \$375,000, the time allowed the Contractor to respond to the request for additional information shall be as mutually agreed by City and the Contractor.
7. Unless further documentation is requested, the City shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the City shall respond within the same amount of time taken by the Contractor to respond, or fifteen (15) days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the City, the City shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.
8. If the Contractor disputes the City response, or if the City fails to respond, the contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the City within fifteen (15) days after the deadline for the City to respond or within fifteen (15) days of the City response whichever occurs first. The City shall schedule the meet and confer conference within thirty (30) days of the request.
9. The City response to Contractor in accordance with this section shall given by either of the following methods:

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- A. Personally delivering the notice to the Contractor presenting the claim or the authorized representative of the Contractor as may be set forth in the claim.
 - B. Mailing the notice by certified or registered mail to the address, if any, stated in the claim or in the contract documents as the address to which the Contractor desires official notices to be sent.
10. If the meet and confer conference does not produce a satisfactory result, the Contractor 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.
 11. Attention is directed to the provisions of Public Contract Code §7100. The acceptance of payment by Contractor cannot be a waiver of all claims. The City may require that payment of undisputed amounts shall be contingent upon the Contractor furnishing a release of all claims against the City arising by virtue of the public work related to those amounts. Disputed claims included in such stated amounts may be specifically excluded by the Contractor from the operation of the release.
 12. Attention is directed to the provisions of Public Contract Code §§7107, 20104.5 and 20104.6 and these Special Provisions pertaining to timely progress payments.

7-2.02 TORT CLAIMS**A. Indemnification**

1. The Contractor shall protect, hold free and harmless, and indemnify the City (including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses (including attorney's fees) resulting from any personal injury or death sustained by any person (including contractor's employees) or damage to property of any kind, whether tangible or intangible, which injury, death or damage arises directly or indirectly out of or is in any way connected with the performance of this Contract. Upon demand of City, the Contractor shall also defend and protect City from all claims, demands, charges and causes of action by employing competent counsel and paying all costs and fees, therefore. These indemnity provisions shall be enforced to the fullest extent permitted by law, but nothing herein shall be construed as indemnifying the City against its willful misconduct or sole negligence performed under a construction contract as defined in California Code of Civil Procedure Section 2782.

SECTION 7-3 MISCELLANEOUS LABOR REQUIREMENTS

7-3.01 LABOR CODE REQUIREMENTS

Attention is directed to the following provisions of the Labor Code and requirements presented elsewhere in these Special Provisions. If any conflict consists between the City requirements and the Federal requirements, the Federal requirements will take precedence. The Contractor shall keep fully informed of the requirements set forth therein.

- A. Sections 1774 and 1775 pertaining to the payment of the prevailing wages to all workmen employed in the execution of the contract and the penalties for violations.
 - B. Section 1776 pertaining to the retention and inspection of payroll records and the rules and regulations pertaining thereto and the penalties for noncompliance.
 - C. Sections 1777.5 and 1777.7 pertaining to the employment of registered apprentices; wages; standards; number; apprentice able craft or trade; exemptions: contributions and the penalties for noncompliance.
 - D. Sections 1810-1815 pertaining to hours of labor and a legal day's work and the penalty for violation.
- A. Responsibility for compliance with the Labor Code lies with the Contractor. The Contractor should, where some question exists, contact the Department of Industrial Relations. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wages, the eight-hour day and forty-hour week, overtime, Saturday, Sunday and holiday work.
 - B. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

7-3.02 EQUAL OPPORTUNITY AND NON-DISCRIMINATION

Attention is directed to the provisions of Government Code Section 12940. Contractor shall not refuse to hire or employ a person or refuse to select a person for a training program leading to employment, or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions or privileges of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex.

SECTION 7-4 PROTECTION OF WORK AND PROPERTY

7-4.01 GENERAL

The Contractor shall at all times; consistent with the ordinary and intended uses of the right-of-way and adjoining private parcels, conduct the work and maintain the site of the work in a manner to:

- A. Protect work in progress.
- B. Protect existing public improvements and utilities.
- C. Protect existing private improvements and private property.
- D. Control dust created by construction operations.
- E. Prevent discharges to storm drains from the construction operations.
- F. Control the spilling or tracking of oils, solvents, paints and or other products that may causes objectionable markings on and or damage to public and private facilities.

The Contractor shall be solely and completely responsible for conditions at the job site, including the safety of all persons and protection of all property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

7-4.02 AFTER HOURS EMERGENCIES

The Contractor shall provide the Engineer with the telephone numbers of one superintendent and two appointed alternates for after hour emergencies.

7-4.03 EXECUTION

The Contractor shall schedule and conduct all operations to conform with the requirements of these Special Provisions.

The Contractor shall furnish, install, and maintain in a workmanlike manner all such signs, lights, barricades, barriers, railings and enclosures including fencing to comply with the requirements specified herein.

The Contractor shall regularly sweep, wash or otherwise clean streets and sidewalks to prevent the accumulation, of dirt, loose rock, oil, debris or other deleterious material to prevent; nuisance dust; hazards to public vehicular and pedestrian traffic; damage to property; or the blockage or contamination of storm water collection facilities.

7-4.04 MEASUREMENT AND PAYMENT

Measurement and payment for "Protection of Work and Property" shall be considered as included in the prices bid for the various items of work shown in the Bid Schedule which prices shall be considered as full compensation for all labor, supervision, materials, tools, equipment, and incidentals required for the protection of work and property and to clean streets and sidewalks and provide dust control as specified herein and no additional compensation will be allowed therefor.

SECTION 7-5 PERMITS AND LICENSES

7-5.01 PERMITS

The Contractor will be required to obtain any and all permits required by the City of Pittsburg and Contra Costa County Public Works Department to do the work in connection with the Contract. Permits include but may not be limited to:

- A. City Encroachment Permit: Contractor shall apply to the City Community Development Department for an encroachment permit prior to commencing with any work in the right-of-way. The encroachment permit will be issued at no cost to Contractor.
- B. Oversized Load Permit: State and local agencies require a permit to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximum specified in Division 15 of the California Vehicle Code. Any individual, firm, partnership, corporation, or other legal relationship operating or moving a vehicle exceeding the maximum size or weight specified in the Vehicle Code shall apply for all such permits and pay all costs associated with issuance of such permits.

The City Engineer shall have sole discretion to permit the operation and moving of such vehicles upon the City's roadways.

- C. Construction Water Permit: The Contractor shall apply to the City Development Services Department for a hydrant meter for use in drawing water for construction uses. For the 2021 calendar year, the Contractor will be required to post a deposit of \$1,235.00 for the hydrant meter. Included in the deposit is a \$35 non-refundable administrative fee. The Contractor will be billed for construction water usage at the rate of \$5.35 per one hundred cubic feet. The Contractor will be billed for the monthly rental of the hydrant meter at the rate of \$380 per month or any fraction thereof. The Engineer shall be read the meter monthly. Upon return of the meter in good condition, amounts due for water usage and rental will be deducted from the deposit and the balance of the deposit (if any) will be refunded. Additional fees will be charged if the meter is returned in a damaged condition. The Contractor will be billed for any amounts due in excess of the deposit. The City reserves the right to require an additional amount be placed on deposit if water usage and rental exceeds the initial deposit prior to project completion.

The Contractor shall procure any other permits, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

7-5.02 LICENSES

The Contractor and each subcontractor will be required to obtain a City Business License, at their sole cost and expense, prior to commencing any work covered by this Contract.

7-5.03 COMPLIANCE

The Contractor shall at all times comply with the terms and conditions of any permit or license required by the City or other authority during the performance of the work of this contract.

7-5.04 MEASUREMENT AND PAYMENT

Except as otherwise provided in this section, payment for obtaining all required permits and licenses and for complying with the notification requirements specified in this section shall be considered as included in the contract price bid for "Mobilization" and no additional compensation will be allowed therefor.

Payment for hydrant meter rental and construction water usage charges shall be considered as included in the contract prices bid for the various items of contract work and no additional compensation will be made therefor.

- END OF SECTION -

SECTION 8. CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

8-05.1 General

- Traffic control during construction shall be the responsibility of the Contractor. A city approved traffic plan is required. All traffic control devices shall be in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) herein after referred to as Traffic Control Manual and Section 12, "Temporary Traffic Control", of the Standard Specifications. The Traffic Control Manual may be obtained online at: http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2012.htm.

- The work covered by this section consists of furnishing all labor, materials, equipment, tools, and incidentals and performing all operations in connection with the installation, maintenance, and removal of construction area signs, and to provide for vehicular, pedestrian, and construction traffic control in accordance with these special provisions and as directed by the Engineer.

- No deviation in the requirements for traffic control devices set forth in the references listed above will be allowed unless written permission is granted by the Engineer.

- Traffic control devices shall comply with Caltrans "Prequalified and Tested Signing and Delineation Materials."

8-05.2 Channelizing Devices

- Channelizing devices shall include cones, tubular markers, and barricades.

- Channelizing devices shall be used to separate motor vehicle traffic from the work space, pavement drop offs, opposing directions of motor vehicles, and to delineate short term construction work.

- Channelizing devices should be constructed and ballasted to perform in a predictable manner when inadvertently struck by a vehicle. Channelizing devices should be crash worthy.

- Cones and tubular markers shall be a minimum of 28-inches in height. Cones and tubular markers shall be predominantly orange.

- Barricades shall be a minimum of 36-inches in height and a minimum of 24-inches in width. Barricades shall have two (2) rails.

- For nighttime use, cones and tubular markers shall be retro reflectorized. Retroreflectorization shall be provided by wide white bands that conform to the requirements of California MUTCD.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on this project.

- Tubular markers have less visible area than other devices and should only be used where space restrictions do not allow for the use of other more visible devices.
- Tubular markers should be stabilized by using weighted bases that can be slipped over the tubular marker.

8-05.3 Barricades

- Type II barricades shall conform to the requirements set forth in Section 12-3.02, "Barricades" of the State Standard Specifications and the California MUTCD.
- The entire area of orange and white shall be retro-reflectorized with a material that has a smooth, sealed out surface that will display the same approximate size, shape and color day and night. The predominant color for other barricade components shall be white, except that unpainted galvanized metal or aluminum components may be used.
- Type II reflective sheeting for stripes on barricade rail faces shall conform to the requirements of one of the materials specified on the latest lighting of prequalified and tested signing and delineation materials and products maintained by the Department of Transportation, State of California.
- Barricades shall be kept in good repair and shall be cleaned or repainted as necessary to preserve their appearance.
- Owner identification shall not be imprinted on the reflectorized face of any rail. It may be imprinted elsewhere, as on supports and on non-reflectorized rail faces.
- If barricades are susceptible to overturning in the wind, sandbags may be placed on the lower parts of the frame or stays to provide the required ballast but shall not be placed on top of any reflectorized rail.

8-05.4 Flashing Arrow Signs

- Flashing arrow signs shall conform to the requirements set forth in Section 12-3.30, "Flashing Arrow Signs" of the State Standard Specifications.
- Each vehicle used to place, maintain, and remove components of a traffic control system on multilane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing,

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maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles that are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

8-05.5 Temporary Signs

- Temporary signs to supplement other traffic control devices in temporary traffic control zones shall be used with high-level warning devices (flag trees). High-level warning devices conform to the requirements of the California MUTCD. Such signs shall be permitted for short-term operations. All signs shall conform to the provisions of the California MUTCD. The Contractor shall temporarily cover existing roadway signs which conflict with temporary signs as may be appropriate plans or as directed by the Engineer.

8-05.6 Temporary Striping

- Temporary reflective tape material to be used for temporary striping shall be approved by the Engineer prior to use on the Project. Temporary reflective tape shall be a type that can be removed from the surfaces on which it has been placed without visible damage to said surface. The Contractor is responsible for removing all temporary reflective tape striping when it is no longer required. Any damage caused by the removal of the temporary reflective tape shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

8-05.7 Maintaining Traffic

- Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04 of the Standard Specifications.

- Temporary Traffic Control Plans shall conform to the requirements of the most recent edition of the following references and the Temporary Traffic Control Plan (TTCP) checklist located in the Appendix:

- A. California Manual on Uniform Traffic Control Devices (California MUTCD)
 - B. State of California, Department of Transportation, Standard Specifications
 - C. State of California, Department of Transportation, Standard Plans
- The Contractor shall provide a Temporary Traffic Control Plan to the

Engineer in accordance with the requirements of these special provisions.

- Materials, products and equipment for use in all traffic control operations including signs, lighting devices, barricades, channelizing devices, and temporary pavement markings shall conform in all respects to the requirements of the California Manual on Uniform Traffic Control Devices. All signs, channelizing devices, and barricades shall be retroreflective. When delivered to the site, all signs, channelizing devices, and barricades shall be clean and free of damage. Contractor shall be responsible to maintain all such materials, products and equipment in good condition for the duration of the required use.

- **The following shall apply to the Temporary Traffic Control Plan:**

- A. If the area of the work encompasses segments of a major arterial road serving regional and local through traffic and adjoining land uses. The Contractor shall be required to conduct all operations with regard to public convenience and in a manner to provide for the safe and expeditious movement of traffic in accordance with these special provisions.
- B. Within five (5) working days after receipt of notice to proceed, the Contractor shall provide to the Engineer for review and approval, a Temporary Traffic Control Plan for public vehicular and pedestrian traffic control for any; lane or intersection closure; sidewalk closure; signal modification; detour; or construction hazard. Upon receipt of the Temporary Traffic Control Plan, Engineer may accept or reject noting deficiencies. If plan is rejected, the deficiencies noted shall be corrected and a new plan shall be submitted within five (5) working days. In any case, a complete "Temporary Traffic Control Plan" must be approved by Engineer prior to commencing work and prior to any payments being made.
- C. Three (3) copies of the plan shall be submitted. The plan shall be prepared to an appropriate scale (1"=60' scale minimum) and on paper of a reasonable and convenient size for handling.
- D. The Contractor shall notify the U. S. Postal Service, the police, fire, garbage collection, and the Engineer of the need for lane closure(s) and areas of construction delays. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles. After the first working day the Contractor shall keep the Engineer updated on lane closure(s) and/or areas of construction delays on a daily basis. The plan shall include notifications to other agencies and to the public including but not necessarily limited to:

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- 1) Notifications of road closures and detours to the following:
 - a) City Engineer
 - b) Pittsburg Police Department
 - c) Contra Costa County Consolidated Fire District
 - d) Ambulance Service
 - e) US Postal Service
 - f) Waste Disposal Service
 - g) Transit services
 - h) Contra Costa County Public Works Department
 - 2) Posting of temporary parking restrictions.
 - 3) Notifications to property owners or tenants when construction activities will obstruct driveways.
 - 4) Notifications required as a condition of any permit. The Contractor shall furnish to the Engineer for review and approval; a copy of any notice to be posted or distributed, regarding the construction schedule, lane or intersection closure, temporary parking restrictions, or detours. The Engineer may approve or reject noting deficiencies. If rejected, the deficiencies noted shall be corrected.
- E. The Contractor shall immediately advise the Engineer of any proposed change in the Traffic Control Plan and shall obtain the approval of the Engineer prior to implementing any change. A revised plan shall be provided to the Engineer within five (5) working days of the adoption of the change.
- F. A revised Traffic Control Plan shall be submitted if in the opinion of the Engineer, public safety, public convenience, or the safety of construction workers warrants a change in the plan.
- G. The traffic control plan shall include all locations, which involve all project improvements and shall indicate each stage of work, signage, flashing arrow signs, flagman, detour routes, and any other pertinent information. **The traffic control plan shall be reviewed and approved by the Engineer before the Contractor shall be allowed to begin work.** The City reserves the right to modify any portion of the plan.
- H. The traffic control plan shall include a pedestrian detour plan to route pedestrian traffic around the work area. Signage shall be installed to direct pedestrians to cross at adjacent intersections/crosswalks and indicate the portions of sidewalk that will be closed to pedestrian

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traffic, as directed by the Engineer. Contractor shall maintain safe pedestrian access to adjacent businesses during all phases of construction.

• The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.04, "Public Safety", of the State Standard Specifications and these special provisions.

A. The Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- 1) Excavations: Any excavation, the edge of which is 12 feet or less from the edge of the lane carrying public traffic, except:
 - a) Excavations covered with sheet steel of adequate thickness to prevent accidental entry by traffic or the public.
 - b) Excavations less than one foot deep.
 - c) Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e) Excavations in side slopes, where the slope is greater than 4:1.
 - f) Excavations protected by existing barrier or railing.
- 2) Temporarily Unprotected Permanent Obstacles: Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas: Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

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The approach end railing (Type K), installed in accordance with the requirement in this section “Public Safety” and in Section 7-1.04, “Public Safety”, of the State Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, “Type K Temporary Railing” of the State Standard Specifications.

Temporary crash cushion modules shall conform to the provisions in “Temporary Crash Cushion Module” elsewhere in these special provisions.

- C. Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications.

| Approach Speed (Posted Limit, MPH) | Work Areas |
|---------------------------------------|--------------------------------------|
| Over 45 | Within 6' of lane but not on lane |
| 35 to 45 | Within 3' of lane but not on lane |

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edged of traffic lane, however, the contractor shall not reduce the width of an existing lane to less than ten feet

without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

8-05.8 Construction Area Signs

- Construction area signs shall be furnished, installed, maintained and removed in accordance with the provisions in Sections 12-3.11B(2) and 12-3.11C(2), "Stationary-Mounted Signs", of the State Standard Specifications and these special provisions.
- Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the most recent California Manual on Uniform Traffic Control Devices (California MUTCD), and the project plans.
- Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.
- The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.
- Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications shall be made by contract change order.
- 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.

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- The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

| Notification Center | Telephone Number |
|---|------------------|
| Underground Service Alert-Northern California (USA) | 811 |

- Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with minor concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

8-05.9 Traffic Control

- The Contractor shall schedule, stage, and conduct all construction operations with the least possible obstruction and inconvenience to the public 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 regards to the rights of the public.
- The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect 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 Engineer may deem necessary to protect the public and property.
- Prior to commencing any activity within any public right-of-way, the Contractor shall implement traffic control measures in accordance with the approved Temporary Traffic Control Plan.
- The Contractor shall maintain at least one traveled lane (min. 11' wide) in each direction. 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.
- Please see the Temporary Traffic Control Plan (TTCP) checklist for time of operation.
- The Contractor's operations shall be so scheduled that the traffic control

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can be discontinued and all lanes open to traffic no later than the stated time.

- All other streets shall be maintained with at least one travel lane (total) during the same period.
- Contractor shall maintain at least two travel lanes in each direction (min. 11' wide) during all other periods. Please see the temporary Traffic Control Plan (TTCP) checklist located in the Appendix for time of operation for other periods.
- If it becomes necessary, in the opinion of the Engineer, to properly move traffic through the construction area, flagmen shall be present to slow down and reroute traffic. Flagmen shall be on duty the entire period the roadway is constructed. A minimum of three flagmen shall be on duty during all A.C. resurfacing work. Where flagmen are not visible to each other, additional flagmen shall be added as required by the Engineer, or the Contractor shall use radios. Qualified flaggers shall be utilized:
 - 1) When it is necessary to change traffic controls frequently.
 - 2) For stopping of through traffic for equipment movement.
 - 3) For alternate directional use of a single traffic lane.
 - 4) To expedite the safe movement of traffic through or around work zones.

Flaggers shall be properly positioned, attired and equipped to perform these functions.

Flaggers shall not be used during the hours of darkness unless authorized by the City.

- Should permanent pavement markings become obliterated due to construction, the permanent markings should be restored as soon as practicable. If permanent markings cannot be restored by the end of the shift in which they were obliterated, temporary markings shall be provided prior to leaving the job site. Temporary markings shall conform to the requirements of the California MUTCD except that the spacing between temporary markings shall be reduced to approximately 16 feet.
- The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period each day and periodically throughout the work day, to ensure that the devices are properly placed and maintained.
- 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,

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the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

- 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 and businesses, in writing, at least forty-eight (48) hours in advance and close driveways only by prior scheduled arrangement with the owners/tenants. However, in no case shall a driveway remain closed for more than 6 hours unless otherwise authorized by the Engineer. Prior to closure of driveways, the Contractor shall coordinate with and notify the property owner or resident at least twice for such closure.

- To minimize the disruption to public traffic, the Contractor shall:
 1. Permit local traffic to pass through the work with the least possible inconvenience or delay.
 2. Permit buses to safely stop and load/unload passengers at adjacent bus stop while providing sufficient room for traffic to pass. Maintain pedestrian access to bus stop.
 3. Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times.
 4. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
 5. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

- To protect the right of abutting property owners, the Contractor shall:
 1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
 2. Maintain ready access to houses or businesses along the line of work, including ramps over bypass.
 3. Notify all parties at least five (5) days, and again in 48 hours, in advance of work which would affect their access.
 4. Driveway closures for the purpose of pipeline installation, pavement /

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minor concrete construction shall require 72 hours' notice to owner/tenants and shall only be scheduled by prior arrangement with the owners/tenants.

- Where paving work is being performed on the roadway to be used by traffic, the Contractor shall complete the work to the finished grade before the end of the workday unless otherwise directed by the Engineer.
- All holes, trenches, etc., in pavement areas shall be covered with traffic rated steel plates, shimmed with temporary asphalt on edges, 30 minutes prior the end of each work day or lane closure period. As an option to the Contractor, the holes, trenches, etc., can be backfilled and all areas within pavement areas have temporary asphalt toppings. The temporary asphalt shall be regularly maintained. All areas shall be completely restored within fifteen (15) working days after the work has been completed at that location. All open excavations which are not actively involved in construction activity shall be adequately barricaded against entry by pedestrians or animals.
- At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic. No longitudinal joint shall be left during non-working hours.
- Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers and watchmen.
- In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the Engineer and Caltrans, as they deem necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the Tiburon Police and Fire Departments during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.
- 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.

8-05.10 Traffic Control for Traffic Striping

- At the end of any working day when work operations have obscured existing traffic striping, the striping shall be restored via permanent reflective painting or other interim materials subject to the approval of the Engineer. Temporary delineation shall be of the same color and type, including nighttime reflectivity.
- During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled with lane closures in compliance with the California MUTCD. The Contractor shall not start traffic stripe operations using an alternate plan until he has submitted his plan to the Engineer and has received written approval of said plan. Alternate traffic control plans for striping operations shall conform to the provisions in Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.
- The Contractor's attention is directed to the provisions in Section 84-2.03, "Construction," of the Standard Specifications.

8-05.11 Lane Closures

- Lane closures shall not be permitted on Saturday, Sunday or legal holidays except by the express written permission of the Engineer.
- All lane closures shall be made in accordance with lane closure plan submitted by the Contractor and approved by the City prior to commencement of operations. During daytime work hours, a minimum of one travel lane (10 feet wide minimum) in each direction shall be maintained.

END OF SECTION

SECTION 9. DESCRIPTION OF WORK

The work of this Contract consists in general of the removal and replacement of curb, gutter, sidewalk, ADA ramps to the form and dimensions indicated and as specified in the appendix of Special Provisions. The scope of work includes but is not necessarily limited to; furnishing all products, equipment, materials, and labor required to demolish and remove sidewalks, curb, gutter, installation of new curb, gutter, sidewalk and ADA ramps per the contract documents and as shown on the plans and/or described in the Specifications.

END OF SECTION

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 CONSTRUCTION LAYOUT

- The work in this section includes the furnishing of all labor, equipment, materials, tools, and incidentals and performing all operations in connection with construction survey and layout and all work necessary to provide for proper layout of the work. The purpose of this section is to amplify on the Standard Specification to the degree and detail necessary to define construction layout and staking requirements of this project.
- Basic reference lines and points are shown on the plans. These reference lines and points shall be used for layout of all work.
- The contractor will provide and establish the construction layout for all demolition and improvements in accordance with the plans and specifications except as may otherwise be provided herein. It shall be the contractor's responsibility to layout the work in reference to the basic lines and points shown on the plans.
- As a minimum, the Contractor shall provide the following layouts, stakes and markings.
 1. One set of stakes or markings for the limits of any demolition, clearing, and grubbing.
 2. One set of stakes or markings for saw cutting and removal of asphalt concrete pavements, sidewalk, curbs and gutters and incised (stamped) concrete.
 3. One set of lines and grade stakes for replacement of all curbs, gutters and sidewalks removed to facilitate the work.
 4. One set of stakes or markings for the locations of conduit, pole foundations and sign locations.

10-1.02 ORDER OF WORK

- Order of work shall conform to the provisions in Section 5-1.05 "Order of Work," of the Standard Specifications and these special provisions.
- Contractor shall not start work until after receipt of a *Notice To Proceed*, issued by the City Engineer in accordance with Section 4-1.02 of these special provisions.
- Within five (5) working days of receipt of a *Notice to Proceed*, the

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Contractor shall submit the following to the Engineer:

- 1) A construction schedule in accordance with the provisions of Section 4-1.06 of these special provisions.
- 2) All shop drawings, specifications, brochures, catalog sheets, and data for all manufactured equipment, products and materials proposed to be incorporated in the work.
- 3) A schedule of values for any lump sum bid item. The schedule of values shall itemize salient activities and constituents of the work and the costs involved.
- 4) The Contractor shall furnish the Inspector with a written daily progress report. The progress report shall include as a minimum the following information:
 - a) the general description of the project such as the project name, contract number, date, day of the week, hours of work, report number, weather, and rain amount.
 - b) the number and class of personnel employed (include name of employer contractor / subcontractor).
 - c) a description of each major equipment on the project and amount of use (including description of equipment, make /model and size / capacity).
 - d) a description of work accomplished.
 - e) the signature of superintendent or person preparing report and date.

A copy of each daily progress report shall be submitted to the Engineer on a daily basis.

- The Contractor shall so conduct its operations 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 with due regard to the safety, rights, and convenience of the public. It shall be the intent of these special provisions 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.

10-1.03 OBSTRUCTIONS/EXISTING UTILITIES

- Attention is directed to Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.
- If the Contractor discovers subsurface installations not indicated in the Contract Drawings or Specifications, it shall immediately notify the Engineer and the owner of the installation. Such subsurface installations shall be located and protected from damage as directed by the owner. The Contractor shall bear full responsibility for damage to existing subsurface installations where the Contractor fails to comply with the requirements of the Government Code, California Administrative Code, or the Contract Drawings and Specifications to provide notification to the owners of subsurface installations.
- The Underground Service Alert (U.S.A.) is a regional notification center established to provide owners of subsurface installations advanced notification of proposed excavation and allow an owner that receives such notification to locate and field mark the approximate location of any affected subsurface installations. A minimum of two (2) working days prior to the commencement of any excavation, the Contractor shall contact U.S.A. by calling 1-800-227-2600. Contacting U.S.A. does not relieve the Contractor from its responsibility to determine the exact location and depth of subsurface installations.

10-1.04 MATERIAL AND EQUIPMENT STORAGE

- No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each work day and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment, materials and other obstructions from that portion of the roadway open for public use.
- The Contractor is responsible for securing stored equipment and/or material from theft, vandalism, weather, or other loss or damage at all times. The City will not be responsible for any lost or damaged material or equipment.
- The Contractor shall provide the Engineer with a copy of any agreements made for use of a temporary storage or construction site for staging material and equipment whether on private or public property.

10-1.05 COORDINATION / COOPERATION

- (Not Used)

10-1.06 MOBILIZATION

- 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; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other

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work and operations which must be performed or costs incurred prior to commencement of work on the various work tasks on the project site. Furnishing and maintaining project field offices; facilities, facility control and cleanup, storage yard fencing, storage lockers or other items of a similar character and the requirements of Section 4-1.13, "Cleanup," of the Standard Specifications shall all be classified as mobilization.

- The preparation and update of construction schedules, attendance of project meetings, preparation of daily reports, maintaining record documents shall all be classified as mobilization.
- If a contract bid item is included for this category, a schedule of values shall be submitted, in accordance with these special provisions itemizing the salient items, costs and activities involved in the item. The item shall also include maintenance of such facilities and removal and cleanup costs.
- When mobilization is included as a bid item, measurement will be made as a percentage of the costs incurred according to the schedule of values submitted except that not more than 75% of the bid price shall be paid prior to the final estimate for payment being due, said remaining 25% paid upon completion of cleanup and removal with final payment.
- The contract lump sum price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilization as specified.

10-1.07 TRAFFIC CONTROL

In addition to Section 8-05 Traffic Control of these special provisions, the contractor shall follow the following:

- Prior to commencing any activity within any public right-of-way, the Contractor shall implement traffic control measures in accordance with the approved traffic control plan. Please see Appendix B - Temporary Traffic Control Plan Checklist for more details.
- The Contractor shall remove sidewalk, curb & gutter in such a way to provide alternative Pedestrian access and circulation that is fully wheelchair accessible throughout the project area at all times. Sidewalk closure sign must address alternative safe access route for pedestrians.
- No closure of any driveway, street, access, or right of way may occur without written authorization from the Engineer.

10-1.08 SEDIMENT & EROSION CONTROL

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- The Contractor shall comply with all air pollution, water quality, and other environmental control rules, regulations, ordinances and statutes as apply to the project and the execution of the work performed pursuant to the Contract, including the requirements of the Construction Site Best Management Practices (BMP's) Manual issued by the State of California, Department of Transportation.
- The Contractor shall implement construction site best management practices for the control of non-storm water and point discharges, erosion and sediment control.
- A Construction Best Management Practices (BMP's) Action Plan, Water Pollution Control Program (WPCP) and Storm Drain Inlet Protection Plan shall be required for the project.
- The Contractor shall be required to implement temporary construction site best management practices (BMP's) in accordance with the *Construction Site Best Management Practices (BMP's) Manual* issued by the State of California, Department of Transportation. The temporary construction site best management practices required for this Contract shall include, but are not limited to:
 - A. Stockpile Management: Implement BMP's, as appropriate, for soil stabilization and sediment control as applicable to stockpiles of various materials.
 - B. Mobile Operations: Implement BMP's, as appropriate, for the control of equipment fueling and maintenance, concrete mixing and wash out, hauling and storage of materials. BMP's shall control the specific situations that mobile operations can create.
 - C. Wind Erosion Controls: Implement BMP's, as appropriate, for all disturbed soils on the project site that are subject to wind erosion when wind and dry conditions exist.
 - D. Tracking Controls: Implement BMP's, as appropriate, for the control of sediments and debris from the construction site.
 - E. Non-Storm Water and Waste Management and Materials Pollution Controls: Implement BMP's, as appropriate, to control the discharge of materials other than storm water to the storm water collection system.
- The Contractor shall inspect BMP's regularly. Improperly installed, damaged or ineffective BMP's shall be corrected immediately.

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10-1.09 UTILITY POTHOLING

- Attention is directed to Sections 5-1.36d, "Nonhighway Facilities" of the Standard Specifications.
- The Contractor's attention is directed to the existing storm drain, water, gas, electric, traffic signal, sanitary sewer, cable TV, fiber optic, telephone and irrigation lines within the limits of work. Prior to excavating near these existing facilities, the Contractor shall pothole these facilities in order to verify the location and inform the Engineer of the actual depth of each line. The Contractor shall use caution while potholing these facilities, and shall adjust the limits and/or depths of the various paving work shown on the Plans, as directed by the Engineer.

10-1.10 BARRIERS AND ENCLOSURES

- The Contractor furnish, install, and maintain in a workmanlike manner all such signs, lights, barricades, railings, fencing, and enclosures to comply with the requirements specified herein.
- The Contractor shall at all times; consistent with the ordinary and intended uses of the right-of-way, conduct the work and maintain the site of the work in a manner to provide for adequate and safe use by the public.
- The Contractor shall provide for the safe passage of public vehicular and pedestrian traffic through and around the work areas at all times.
- All conditions which may reasonably be deemed by the Engineer to be hazardous shall be secured, posted, barricaded and illuminated at all times. Should the work become improperly barricaded and/or illuminated after hours, the Contractor will be called upon to restore the work to a safe condition as determined by the Engineer. If the Contractor fails to respond within a reasonable time, as determined by the Engineer, the City may proceed with the corrective measures as necessary and deduct all costs incurred from any payments made to the Contractor.
- The Contractor shall be solely responsible to provide for the protection of work in progress from damage resulting from inclement weather or the ordinary and intended use of the right-of-way.
- The Contractor shall be solely responsible to provide for the protection of equipment, materials or other property; either in use or stored on the site of work, from damage resulting from inclement weather or the ordinary and intended use of the right-of-way.
- Materials, products, and hardware for barriers and enclosures including

Special Provisions

fencing, gates, and railings shall be subject to approval by the engineer and shall be of suitable design and quality for the application.

- Measurement and payment for furnishing, installing and maintaining and removing barriers and enclosures shall be considered as included in the prices bid for traffic control and shall be considered as full compensation for all labor, materials, tools, and incidentals and no additional compensation shall be made.

10-1.11 CLEARING AND GRUBBING/DEMOLITION

- Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing" of the Standard Specifications and these special provisions.

- Vegetation, including trees as identified on the plans, shall be cleared and grubbed as necessary to accomplish the improvement work shown on the plans, and as directed by the Engineer.

- All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

- Contractor shall replace damaged or removed landscaping and irrigation system in kind to the satisfaction of the Engineer. The Contractor shall submit to the Engineer for approval a plan to maintain all the existing landscaping to remain, including provisions for irrigation or watering.

- All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the areas of the roadway and public right-of-way.

- Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

- Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.

- Existing asphalt to be removed per the project drawings needs to be saw cut cleanly in order to make a proper joint with the new asphalt. Any existing asphalt damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repair shall be made by removing and replacing the entire portion of damaged asphalt.

10-1.12 EXCAVATION & GRADING

- Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

10-1.13 CONCRETE SIDEWALK

PCC curb and gutter, sidewalk, as shown on the plans, the work shall include grading and preparation of the subgrade, and placement and compaction of 4" aggregate base. Minimum subgrade and aggregate base compaction shall be 95% relative compaction.

10-1.13.1 MISCELLANEOUS CONCRETE CONSTRUCTION

All work in this section shall be done in accordance with Sections 73 and 90 of the Standard Specifications.

- Where steel reinforcement is called for by the plans, the cost for all steel and placing shall be included in the various items of miscellaneous concrete construction, and no additional compensation will be allowed, therefore.
- The Contractor shall be required to use whatever grade-setting methods that are necessary, such as grades surveyed by instrument, to achieve results as shown on the plans.
- Existing valve covers, water meters, monument covers, and other facilities located in the work area shall be cleaned to remove any concrete spoil.
- All concrete shall be cured by the curing compound method. The curing compound shall be the clear or translucent type containing a fugitive dye conforming to the requirements of ASTM Designation: C 309, Type I-D, Class A. The loss of water when tested in accordance with California Test 534, shall not be more than 0.03 lb/ft² (0.15 kg/m²) in 24 hours nor more than 0.09 lb/ft² (0.45 kg/m²) in 72 hours. The curing compound shall be applied at the approximate rate of one gallon per 150 square feet of area. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface.
- Concrete placement shall be stopped when rainfall is sufficient to cause damage to the work.

10-1.14 AGGREGATE BASE

- This work shall consist of furnishing and placing Class 2 Aggregate Base 3/4" maximum in accordance with Section 26, "Aggregate Base", of the Standard Specifications and these Special Provisions.
- Class 2 Aggregate Base shall be furnished, placed, and compacted to the lines and grades shown on the Plans.
- Aggregate Base shall be compacted to ninety-five (95) percent relative compaction, in accordance with ASTM D1557, under PCC curb, gutter, valley gutters, street asphalt concrete and driveways, bike path asphalt, and ninety (95) percent relative compaction under PCC sidewalks, and PCC curb ramps.

10-1.15 PCC CURB RAMP

- This work shall consist of constructing concrete curb, gutter, and curb ramps including aggregate base as shown on the contract plans and Standard Details, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Unless otherwise specified herein, or on the Plans, all such work shall be in conformance with Section 73, "Concrete Curbs and Sidewalks", and Section 90, "Concrete", of the Standard Specifications. Concrete removal shall conform to Section 10-1.11, "Clearing and Grubbing/Demolition", of these Special Provisions.

Proposed curb ramps shall conform to the latest version of Caltrans Standard Detail A88A and A88B using the concrete type specified in these Special Provisions.

All curb ramps shall include a detectable warning surface which shall be a cast-in-place vitrified polymer composite (Armor-Tile ADA-C or approved equal) and shall be federal yellow in color. Orientation of the truncated dome pattern shall be parallel with the panel edges.

Reinforcing steel shall be grade 40 or 60, conforming to Section 52, "Reinforcement", of the Standard Specifications.

Curing compound shall be non-pigmented curing compound with fugitive dye conforming to the requirements of ASTM Designation: C309, Type 1-D, Class A. The Contractor shall have a representative on site during the hardening process for minor concrete work to prevent vandalism to the fresh concrete work. Any vandalized concrete work will be replaced by the Contractor at the Contractor's expense.

10-1.17 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

All stripes, limit lines, shoulder stripes, crosswalks, and legends shall be thermoplastic unless otherwise indicated on the Plans or directed by the Engineer.

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions. Thermoplastic materials shall be free of lead and chromium.

The Standard Specifications number for glass beads in Section 84-2.02, "Materials", of the Standard Specifications is amended to read "8010-21C-22 (Type II)".

Thermoplastic material shall conform to the requirements of State Specifications No. 8010-21C-19. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.070 inch.

Temporary "cat tracking" and layout marks shall be placed by the Contractor for all striping (including limit lines and crosswalks). Temporary "cat tracks" shall be approved by the Engineer prior to final striping.

END OF SECTION

SECTION 11 TECHNICAL PROVISIONS

SECTION 11-1 TECHNICAL PROVISIONS

11-1.1 GENERAL

The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and shall not disturb private property beyond the areas of work. Contractor shall maintain one (1) clean set of marked-up plans showing all changes and “record” information and submit a copy to the City upon completion of work. Any changes must be approved by the City Project Manager before being done. Note any changes on marked print copy.

11-1.2 COORDINATION OF WORK

The Contractor shall schedule his work with the work of the affected utility agencies as follows:

- Electric– Pacific Gas and Electric Company
- Electric – Pittsburg Power
- Telephone – AT&T
- Cable Television – Comcast
- Streetlights – City of Pittsburg

A mandatory pre-construction meeting will be conducted and attended by representative(s) of the Contractor and all affected agencies prior to the start of construction. Once construction commences, on site construction coordination meetings shall be held weekly or more frequently as required. Meetings will be attended by the Contractor, the Engineer and Public Works Department staff. The Contractor shall furnish to the City the construction schedule and traffic control plan at the pre-construction meeting. See TTCP in the appendix. “Traffic Control” “Summary of Work,” “Submittals.

11-1.3 SUBMITTALS

Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the City Project Manager through the Engineer. The Contractor shall submit two (2) copies of each shop drawing submittal. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, record drawings, bonds or similar items to be submitted to the City Project Manager under the terms of the contract.

Samples shall be clearly marked to show the manufacturer's name and product identification and shall be submitted with the manufacturer's technical data and application instructions. Certificates of Compliance shall be original documents signed by the manufacturer indicating the product complies with the Contract Documents.

A separate transmittal form shall be used for each specific items or class of material or equipment for which a submittal is required. The Engineer will return prints of each submittal to the Contractor through the Resident Project Representative, with its comments noted thereon, within ten (10) working days following their receipt by the Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item.

The City will not compensate the Contractor for the purchase or installation of materials lacking the Engineer's written approval.

11-1.4 SUBMITTALS REQUIRED AT THE PRE-CONSTRUCTION MEETING

1. Preliminary Construction Schedule.
2. Procurement schedule of major equipment and materials and items requiring long lead time.
3. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule
4. Traffic Control Plan.
5. Mobilization detail.

A. SUBMITTALS REQUIRED PRIOR TO THE START OF WORK

1. Samples of, and Certificates of Compliance for, all the materials proposed for use on the work.

B. SUBMITTALS REQUIRED DURING CONSTRUCTION

1. Progress schedule and traffic control plan for all street closures

C. SUBMITTALS REQUIRED AFTER CONSTRUCTION

1. As-built plans

Measurement and Payment

Full compensation to the Contractor for all costs associated with submittals, As-Built is assumed to be included in Mobilization and no additional compensation will be allowed therefore.

11-2 EXISTING FACILITIES COOPERATION

Attention is directed to Sections 7-1.14 “Cooperation” and 8-1.10 “Utility and Non-Highway Facilities” of the State Standard Specifications, and section 4 of the Standard Provisions.

Whenever any such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field. Where excavation deeper than eight inches is contemplated, the Contractor is responsible to notify Underground Service Alert at (800) 227-2600 or 811 prior to excavation, and verify the actual location depth in the field.

The Contractor shall be cognizant of the existing utility lines in the proximity of the work area and take precautions, as necessary, not to disturb these facilities. The Contractor agrees to assume liability and to hold the City and/or Utility Agencies harmless for any damages resulting from the existence of underground utilities or structures shown on the project plans, or which can be inferred from the presence of visible facilities such as buildings, meters, and junction boxes. It shall be the Contractor’s responsibility to notify the Engineer before starting work if the utilities or structures are in conflict with the proposed work.

Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations (potholing) to determine their exact depth and location. See Section 2.10 “Location of Existing Utilities by Potholing” herein. Extreme care shall be exercised to avoid damage, and it will be the Contractor’s responsibility to have repairs made to existing facilities at his/her expense in the event of damage. The expense to perform the potholing shall be included in the various items of work.

Utilities shall not be disconnected, abandoned, or otherwise shutdown without the prior written approval of the Engineer and Utility owner. The Contractor shall submit the proposed methodology and schedule at least 10 working days in advance of the contemplated shutdown.

In the event that work by others causes delay in the Contractor’s operation, the Contractor will be granted a time extension but shall not be entitled to Right of Way delay per Section 8-1.10 of the State Standard Specifications due to the progress or operations of the utility project mentioned previously. (4.1.01 the Standard Provisions)

Survey markers must be properly recorded and restored in compliance with all local, state and federal laws and regulations. The contractor is responsible for

this work at his own expense and the work shall be considered incidental to the excavation or the paving work in the contract.

Measurement and Payment

Full compensation for complying with the provisions in existing facilities cooperation shall be considered as included in the contract prices paid for the various bid items and no separate payment will be allowed therefor.

11-3 DUST CONTROL

The Contractor's attention is directed to Section 10, "Dust Control," of the State Standard Specifications. The Contractor shall be responsible for dust control within the project limits. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 18, "Dust Palliative," of the State Standard Specifications.

The Contractor shall use equipment that will generate the least amount of dust.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays as ordered by the Engineer. Whenever the Contractor, in the opinion of the Engineer, is negligent in controlling dust, the Engineer may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard. The Contractor shall be responsible for any damage cause by dust generated as a result of his operations.

Measurement and Payment

Full compensation for all costs associated with the Dust Control is included in item 2 of the Base Bid Schedule, Prepare and Implementation of Erosion and Sedimentation Control Plans and no additional compensation will be allowed therefore.

11-4 DISPOSAL OF MATERIALS

All material not specifically designated for reuse, salvage, stockpiling, or disposal at the work site, shall become the property of the Contractor and shall be suitably disposed off of the work site in accordance with all applicable laws, ordinances, rules, and regulations.

Measurement and Payment

Full compensation for all costs associated with disposal of materials shall be considered as included in the various bid items and no additional compensation will be allowed therefor.

11-5 LOCATION OF EXISTING SERVICES

IT IS ANTICIPATED THAT NOTIFICATION OF THE UTILITIES AND USA WILL RESULT IN FIELD MARKING OF UTILITY MAINS BUT MAY NOT RESULT IN COMPLETE MARKING OF UTILITY SERVICE LATERALS. In accordance with Section 8-1.10, "Utility and Non-Highway Facilities" of the State Standard Specifications, utility service laterals can be inferred to exist at the time of bidding from the presence of visible facilities such as buildings, meters, junction boxes, etc.

The Contractor shall be responsible for detecting, determining and marking in the field the alignment of utility service (sewer, water, gas, etc.) laterals in the vicinity of proposed excavation, boxes, pads, and streetlights. This will include whatever research, excavation, electronic detection, potholing or testing which is necessary to make this determination. This will be done prior to marking out and constructing the proposed improvements, in order to allow for placement and/or adjustment of proposed improvements due to actual field conditions.

No claim for additional compensation or unforeseen delay will be considered for the Contractor's failure to adequately locate existing utilities, including service laterals, in the vicinity of proposed improvements as described herein.

Measurement and Payment

Full compensation for all labor, materials, tools, equipment and doing all work involved as described for "Location of Existing Services" shall be considered as included in the contract prices paid for the various bid items and no separate payment will be allowed therefor.

11-6 WATER POLLUTION CONTROL

Please see Section 7-1.36 Non-Storm Water and Point Discharges, Erosion and Sediment Control of these special Provisions

Measurement and Payment

Full compensation for all labor, materials, tools, equipment and doing all work involved as described for "Water Pollution Control" shall be included with item 2 of Base Bid Schedule, Prepare and Implementation of Erosion and

Sedimentation Control Plans and no additional compensation will be allowed therefore.

11-7 TEMPORARY CONCRETE WASHOUT

General Requirements

Temporary concrete washouts shall be installed if feasible otherwise a mobile collection for wash out must be incorporated to in order to achieve NPDES requirements.

The Contractor shall use temporary concrete washouts as one of the various measures to prevent water pollution. The Erosion and Sedimentation Control Plans shall graphically show the use of temporary concrete washouts in relation to other water pollution control work specified elsewhere in these special provisions.

The Contractor shall have a concrete washout within 50 m of any concrete operation, unless otherwise directed by the Engineer. The location of any concrete washout shall not be allowed within 15 m of drainage inlets and 26 m of defined water bodies.

Concrete washouts shall be installed prior to beginning any placement operation of concrete. The washout shall be maintained so that the volume of waste within the device is less than 75% of the capacity. The washout shall be removed and disposed of at the completion of concrete operations, or as directed by the Engineer. The Contractor shall be responsible for all costs associated with replacing any displaced soil or vegetation.

Measurement and Payment

Full compensation to the Contractor for all costs associated with this item, Temporary Concrete Washout is included in item 2 of Base Bid Schedule, Prepare and Implementation of Erosion and Sedimentation Control Plans and no additional compensation will be allowed therefore.

11-8 MOBILIZATION

PLEASE SEE SECTION 10-1.06 MOBILIZATION

Measurement and Payment

See section 5-3.05 PAYMENT ITEMS of these special provisions

11-9 SUBGRADE AND BASE CONSTRUCTION

Subgrade and Base Construction shall be in conformance with "Subgrade and Base Construction" of the Standard Specifications and these Technical Provisions.

Aggregate base shall be $\frac{3}{4}$ " Class 2 and shall conform to the provisions of Section 26 "Aggregate Bases" of the State Standard Specifications. Recycled materials (pulverized AC and PCC) conforming to the gradation requirements for Class 2, $\frac{3}{4}$ " aggregate base with an R-value of at least 78 may be used in lieu of quarry material.

Aggregate base shall be compacted to a relative density of 95% as specified in Section 26 of State Standard Specifications.

Measurement and Payment

Full compensation to the Contractor for all costs associated with this item, subgrade and base construction is included with various items of Bid Schedule and no additional compensation will be allowed therefore.

11-10 CONCRETE CONSTRUCTION

11-10.1 PCC SIDEWALK

PCC curb and gutter, sidewalk, as shown on the plans. The work shall include grading and preparation of the subgrade, and placement and compaction of 4" aggregate base. Minimum subgrade and aggregate base compaction shall be 95% relative compaction. When tree roots are within 8" of finished grade, delete 4" aggregate base and place 6" x 6" x 10 Ga. wire mesh in concrete at the request of the Engineer and at no additional cost.

Subgrade preparation shall conform to the provisions of Section 73-1.02 "Subgrade Preparation" of the State Standard Specifications.

Sidewalk and Curb and Gutter limits shall be verified by the Engineer prior to saw cutting.

Where the plans provide for the replacement of curb ramps, the existing adjacent curb and sidewalk section shall be saw cut and removed at the first score line beyond the limit of curb ramp that shall be constructed. The new curb ramp shall join the old work at this line.

Fixed forms shall be carefully set to alignment and grade and shall conform to the required dimensions. Forms shall be held rigidly in place by stakes. Clamps, spreaders and braces shall be used where required to ensure rigidity in the forms. Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float and troweled smooth. Concrete adjacent to expansion joints shall be finished with an edger tool. Lamp black shall be added to the concrete at a ratio of 1 pint per cubic yard except for colored concrete.

Expansion joints shall be constructed at all returns and opposite expansion joints in adjacent curb. Expansion joints shall be filled with ¼" thick pre-molded joint filler conforming to the provisions of Section 51-1.12C "Pre-Molded Expansion Joint Fillers" of the State Standard Specifications. Expansion joint filler shall be shaped to fit the concrete that is being placed. The pre-molded joint filler shall be placed in correct position before concrete is placed against the filler. The Contractor shall use dowel into the existing sidewalk and curb and gutter.

Surfaces shall be broom finished transversely to the line of pedestrian traffic. If water is necessary, the water shall be applied to the surface immediately in advance of brooming.

Fixed forms shall not be removed in less than 12 hours after finishing has been completed.

The surface shall not vary more than 0.02-foot from a 10-foot straightedge, except at grade changes, and the finished surface shall be free from blemishes.

Truncated Domes shall be installed at each curb ramp regardless of slope. Included in this item is the purchase and installation of cast-in-place truncated domes for each curb ramp in conformance with note 10 and 11 of Caltrans 2018 Revised Standard Plan A88A curb ramp details and these plans and Specifications.

Installers of detectable warning surfaces shall be manufacturer-trained and certified individuals. The Contractor shall provide the Engineer with copies of these certificates prior to beginning work. Installation shall have a five year written warranty from the Contractor. A copy of the written warranty shall be submitted to the Engineer.

The Contractor shall install retaining curbs as shown on the plans. The sidewalk, curb and gutter included in the price paid for bid item as described in Section 5-3.05 PAYMENT ITEMS of these special provisions. No additional compensation will be granted. Retaining curbs outside the curb ramp pay limits are paid separately per the Bid Schedule.

Concrete Testing Requirements: see Standard specifications and Details.

The Contractor shall clean at his expense all discolored concrete or pavement. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Engineer. Repairs shall be made by removing and replacing the entire unit between scoring lines or joints.

The Contractor shall have a representative on site during the hardening process for minor concrete work to prevent vandalism to the fresh concrete work. Any

vandalism to the fresh concrete work will be replaced by the contractor at the contractors sole expense.

Measurement and Payment

See Section 5-3.05 PAYMENT ITEMS of these special provisions

11-11 CURB & GUTTER, RETAINING CURB AND AC CONFORM PAVING /AC PLUG

Concrete curb and gutter shall be Type per Contra Costa County Standard Plans CA70i and CA71i.

The Contractor shall have a representative on site during the hardening process for minor concrete work to prevent vandalism to the fresh concrete work. Any vandalism to the fresh concrete work will be replaced by the contractor at the contractor's sole expense.

AC Conform Paving shall be saw cut one foot from lip of the gutter, removed up to match existing AC and or base rock and plug with equal thickness of hot mix AC. This work shall include saw cutting: removing asphalt concrete; excavation; preparing subgrade; compaction; disposal of excess material; placement of asphalt concrete or concrete, dowels and all other work included in constructing the one foot conform in front of lip of gutter.

Measurement – Curb and Gutter, Retaining Curb (up to 6" to 12" Height) will be measured by the linear foot of curb constructed. Sidewalk will be measured by the square foot. AC conform paving/ ac plug price is included with price of Ramp and Curb and Gutter.

11-11.1 DETECTABLE WARNING SURFACES

Detectable warning surface (truncated domes) shall be in conformance with 2018 State Standard Specifications, the State Standard Plans, and these Technical Provisions.

Detectable warning surfaces required by and placed as shown in the plans in new curb ramps will not be measured separately, but shall be included in the unit price per curb ramp.

Measurement and Payment

The payment for detectable warning surface is included for Ramp and sidewalk within ramp limits in section 5-3.05 PAYMENT ITEMS of these special provisions.

11-11.2 LANDSCAPING AND IRRIGATION

GENERAL

Contractor shall furnish all labor, equipment, materials, service, and incidentals necessary for the completion of planting and irrigation work and maintenance band and fence installation for restoration of existing improvements damaged during the construction in accordance with the applicable provisions of Section 20 of the State Standard Specifications, as shown on the plans and as specified herein.

Protection

Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. Contractor shall be responsible for any damage resulting from his operations and shall repair or replace such damage at his own expense. No trucks or vehicles of any kind shall be allowed to pass over sidewalks, curbs, etc., unless adequate protection is provided.

Grading

Contractor shall be responsible for maintaining finish grades in all planting areas, and for executing any fine grading as may be necessary or fundamental to all planting operations.

IRRIGATION SYSTEMS-DAMAGES

The Contractor shall be responsible for damage caused in result of working for curb ramp, at his own expense, in a manner satisfactory to the Engineer.

Measurement and Payment

All the above items in section 5 will not be measured separately, but shall be included in the unit price per curb ramp.

11-12 FINISHING PROJECT

Finishing Project shall be in conformance with "Finishing Project" of the City Standard Specifications and these Technical Provisions.

Measurement and Payment - Full compensation for all labor, materials, tools, equipment and doing all work involved in finishing project shall be considered included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

11-13 EXISTING FACILITIES

Work on existing facilities shall be in accordance with Section 15 "Existing Facilities" of the State Standard Specifications and these Technical Provisions.

Existing curb and gutter, sidewalk shall be removed; existing fire hydrants and utilities shall be protected in place; small utility covers (water meter and valve boxes, sanitary sewer cleanouts, streetlight, signal, cable tv and telephone pull boxes, cathodic protection boxes and the like), and large utility structures (storm drain manholes, and inlets, and joint utility boxes) shall be adjusted to grade as shown on the plans and these special provisions and as directed by the Engineer.

All items not shown or required for removal, relocation, reconstruction or adjustment shall remain in place and be protected by the Contractor and the cost of said protection shall be included in the payment for the various items of work and no additional payment will be made therefor.

11-13.1 EXISTING FACILITIES

TRIM TREE AND PRUNE ROOTS

Trees shall have branches trimmed and roots pruned at locations as directed by the Engineer. Before trimming or pruning any existing trees, the Contractor shall excavate to subgrade for sidewalk or curb ramp construction at locations adjacent to existing trees. The Contractor shall have a State Certified Arborist review each tree condition and provide a written plan for trimming and pruning to the City for review before any trimming or pruning can take place. Contractor shall notify the City three days in advance of sidewalk and curb ramp subgrade excavation so that City may inspect trees with the Contractor's Arborist and provide the Contractor parameters for branch trimming and root pruning.

Measurement and Payment

Full compensation for all labor, materials, tools, equipment and doing all work involved in Trim Tree and Prune Roots shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

11-13.2 EXISTING FACILITIES

ADJUST UTILITIES TO GRADE

Existing utilities such as utility poles (PG&E, Cable, telephone) fire hydrant, water meter, valve box, electric box, drain pipe, street sign and street light as shall be relocated or adjusted or work around it by the Contractor and as directed by the Engineer.

Measurement and Payment

Full compensation for all labor, materials, tools, equipment and doing all work involved in adjust utilities to the grade shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

11-13.3 EXISTING FACILITIES

RELOCATE OR ADJUSTMENT OF RESIDENTIAL FENCEING

Existing resident fence on the project limit shall be removed and replaced as needed for installation the ramp. The Contractor shall coordinate with Property owner prior to the construction.

Measurement and Payment

Full compensation for all labor, materials, tools, equipment and doing all work involved in adjustment or relocation of residential fencing shall be included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

Appendix A

Resolution 93-8022

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BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-8022
Businesses and Members of the City's)
Minority Community)
_____)

The City Council of the City of Pittsburg DOES RESOLVE as follows:

A. The Council desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the City's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Council desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Council resolves:

Section 1. Minority Employment Guidelines

A. The Council declares that it is the policy of the City to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the City is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Council declares that it is the policy of the City to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Council declares that it is the policy of the City to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Council is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the City. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract in the City.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the City is required to submit to the City a summary by percentages and/or dollar amount of minority, local resident, local business and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the City.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

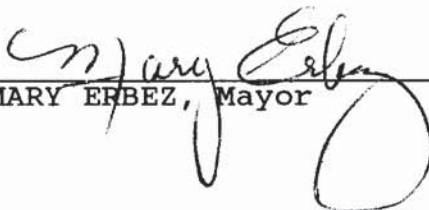
Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Councilmembers Canciamilla, Davis, Lewis, Quesada and Mayor Erbez

NAYS: None

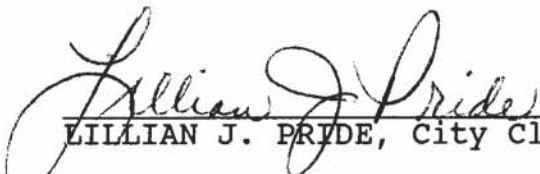
ABSTAINED: None

ABSENT: None



MARY ERBEZ, Mayor

Attest:



LILLIAN J. PRIDE, City Clerk

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MICHAEL R. WOODS
SAMUEL T. CRUMP
LAURA J. ANDERSON


LAW OFFICES
MICHAEL R. WOODS
A PROFESSIONAL CORPORATION
18100 CARRIGER ROAD
SONOMA, CALIFORNIA 95476-4072
(707) 996-1776

FACSIMILE
(707) 935-0523

November 24, 1993

MEMORANDUM

TO: Mayor and Councilmembers
Chair and Board of Directors, Redevelopment Agency

FROM: Michael R. Woods, City Attorney
Laura J. Anderson 

RE: Local Employment Program

This memorandum is in response to the Council's request for information on a local contractor and minority preference program on public works contracts. Additionally, Councilman Canciamilla recently requested a resolution for Council consideration establishing a voluntary program which encourages the hiring of minorities, local residents and local small businesses in public works contracts.

A. Requirements for a Mandatory Preference Program

Before the City (or Agency) could adopt a mandatory program giving preference to local residents or local businesses in public works contracts, the Council would have to make at least one of the following findings:

- (1) non-residents are a "substantial cause" of social and economic problems (e.g. unemployment, crime, homelessness, poverty) facing city residents; or
- (2) the City has itself created disadvantages (e.g. higher business taxes, more stringent land use requirements) which cause local businesses to suffer.

The Council's findings would have to be based on substantial evidence such as statistical information, departmental studies, and testimony of city residents. The program adopted would have to be consistent with the findings, and the findings would have to be supported by appropriate evidence in the record of the Council's action. The program would have to be reasonable in light of the findings and evidence and could not favor local residents at the expense of non-residents in a way that would be disproportionate when considered against the findings and evidence.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 2

If a mandatory program were adopted without the required findings or adequate supporting evidence, a non-resident could challenge the local preference program in court as a violation of his or her constitutional rights.

If the Council wishes to entertain a mandatory program, we suggest you direct staff to conduct a study and gather evidence concerning the findings that would have to be made, and return to the Council with a proposed program.

B. Proposed Resolution on Voluntary Program

The Council may adopt a voluntary contractor preference program without making the findings described above. The program must be truly voluntary, however; the City would not make any decision to grant a contract to a particular contractor based upon compliance with the program.

Enclosed for your consideration is a proposed resolution which recognizes increased employment of City residents and increased opportunities for local businesses are desirable for the City. The resolution encourages bidders on public works contracts to hire members of the minority community, local residents and local businesses. The guidelines set forth below are a suggestion only. The Council may wish to adjust the percentages to encourage maximum participation in the program.

The resolution will state the Council's policy that bidders promote employment opportunities for minorities, local residents and small local businesses, as follows:

(1) Minority Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a minority work force of 20% on a craft-by-craft basis.

(2) Local Resident Employment Guidelines. A bidder who is awarded a public works contract is encouraged to employ and maintain a local resident work force of 50% on a craft-by-craft basis.

(3) Local Business Guidelines. A bidder who is awarded a public works contract is encouraged to award 20% of the total dollar amount of the contract to local small businesses through subcontracts.

If the Council wishes to adopt this voluntary program, it may do so by adopting the enclosed resolution, which would take effect immediately unless otherwise specified.

Mayor and Councilmembers
Chair and Board of Directors
November 24, 1993
Page 3

Please feel free to call if you have any questions or comments.

MRW:LJA:lr

Enclosure

cc: S. Anthony Donato, City Manager
Lillian J. Pride, Assistant City Manager/City Clerk
Nasser Shirazi, Community Development Director

pitts/general/mconpref/c.nl.100

BEFORE THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Voluntary Guidelines to)
Encourage Bidders on Public Works)
Projects to Increase the Utilization and)
Hiring of Local Contractors, Local) Res. No. 93-442
Businesses and Members of the City's)
Minority Community)
_____)

The Redevelopment Agency of the City of Pittsburg DOES RESOLVE as follows:

A. The Agency desires to take steps to encourage contractors on public works projects in the City to increase the utilization and hiring of local contractors, local businesses and members of the City's minority community.

B. Both historically and presently, the City has been home to a large and diverse population, including many members of minority communities. The City wishes to increase employment and business opportunities for members of the City's minority communities.

C. Many of the Agency's public works contracts are awarded to businesses which are not located in the City. The increased employment of City residents on projects located within the City would help to reduce traffic congestion and noise and air quality impacts.

D. Other Bay Area cities have adopted various programs or policies which are designed to heighten awareness and employment of minorities, local residents and local businesses. The adoption of a mandatory program which requires the employment of a fixed percentage of minorities, local residents and local businesses would require further study and must be supported by appropriate evidence. Additionally, findings would be required that either non-residents are a substantial cause of social and economic problems (e.g., unemployment, crime, homelessness, poverty) facing City residents or that the City itself has created disadvantages (e.g., higher business taxes, more stringent land use requirements) which have caused local businesses to suffer.

E. Rather than wait for studies to be completed and for statistical information from various governmental agencies to be compiled, the Agency desires to take immediate action that will increase awareness and utilization of, and encourage employment opportunities for minorities, local residents, local businesses and suppliers within the City.

NOW, THEREFORE, the Agency resolves:

Section 1. Minority Employment Guidelines

A. The Agency declares that it is the policy of the Agency to increase awareness of the City's minority population and to encourage the employment of members of the City's minority communities.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit minority candidates for employment positions. Each bidder is encouraged to employ and endeavor to maintain a minority work force of at least 20% on a craft-by-craft basis.

Section 2. Local Resident Employment Guidelines

A. The Agency declares that it is the policy of the Agency to encourage employment of local residents.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to recruit City residents for employment positions. Each bidder is encouraged to employ and endeavor to maintain a local City resident work force of at least 50% on a craft-by-craft basis.

Section 3. Local Business Guidelines

A. The Agency declares that it is the policy of the Agency to promote growth and economic development for the City's local businesses and suppliers.

B. Each bidder who is awarded a public works contract by the Agency is encouraged to use its best efforts to utilize local businesses and suppliers in connection with the contract. Each bidder is encouraged to allocate at least 20% of the dollar amount of the contract to the utilization of local businesses, such as in the purchase of services and supplies.

Section 4. Voluntary Program; Prohibition

A. This program is voluntary in nature and is not intended to supersede or conflict with any applicable State or Federal regulations nor any State or Federal laws pertaining to the funding of a public works project.

B. A copy of this resolution shall be provided as part of the contract documents to each bidder on a public works project conducted by the Agency. No City official or employee shall take

compliance with this resolution into account when making any decision concerning the letting or administration of a public works contract by the Agency.

Section 5. Monitoring and Reporting

Each bidder who is awarded a public works contract by the Agency is required to submit to the Agency a summary by percentages and/or dollar amount of minority, local resident, local businesses and local supplier participation in the contract. In its summary, each bidder is required to describe what actions, activities and efforts it used in meeting or attempting to meet the guidelines of this program and also any significant problems or difficulties it encountered in achieving the guidelines set forth above. Staff shall report findings concerning voluntary compliance with this resolution each six months. A copy of this resolution shall be integrated into or included with bid packets published by the Agency.

Section 6. Effective Date

This resolution shall take effect immediately upon its adoption.

Passed and adopted on the 6th day of December, 1993, by the following vote:

AYES: Members Canciamilla, Davis, Lewis, Quesada & Chair Erbez.

NAYS: None.

ABSTAINED: None.

ABSENT: None.



MARY ERBEZ, Chair

Attest:



S. Anthony Donato, Executive Director

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Appendix B

Temporary Traffic Control Plan Checklist

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TEMPORARY TRAFFIC CONTROL PLAN (TTCP) CHECKLIST

No traffic control may be implemented on City streets without City approval.

This checklist is provided to assist developers, contractors, and special event applicants in developing acceptable Temporary Traffic Control Plans (TTCP's) for encroachments onto the City right-of-way. Please refer to the California Manual of Uniform Traffic Control Devices (MUTCD), Part 6: Temporary Traffic Control, for basic information on preparing TTCP's and typical TTCP examples (www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm).

Contractor/Applicant is responsible for inspecting any approved traffic detour routes to insure adequate horizontal and vertical clearances are maintained from obstructions (e.g., poles and overhanging tree limbs).

Lane Closures

- Except for emergencies or unless otherwise specified:
 - No lane closures will be allowed on weekdays from **6:00 AM to 8:30 AM**, or from **3:30 PM to 6:00 PM**.
 - Two or more lane closures and lane closures with reversible control will not be allowed on weekdays before **9:00 AM**, or after **3:00 PM**.
- The lane closure(s) must be limited in duration and area as practicable. Times and dates of closure must be stated on the approved TTCP.

Road Closures

- Full road closures must be approved by the City Engineer and may only be used when no other types of temporary traffic control are feasible for the work involved.
- Detour routes and notification plans must be submitted to City at least two weeks in advance.
- The road closure(s) must be limited in duration and area as practicable. Times and dates of closure must be stated on the approved TTCP.

Construction Activity (may not apply to Special Event Permits)

- Show the exact location of the work zone and how it is to be protected (e.g., cones, barricades, k-rail) during construction.
- Show construction schedule, work hours, and all times TTCP will be in effect.
- Include details on construction activity and equipment being used within street right-of-way. Specify how the work area will be protected at night (e.g., trench plates).
- If work is to be done in phases, submit separate TTCP's for each phase of work.
- All detour signs must be removed or covered when detour is not in effect.

Traffic Control Devices

- All traffic control signs and devices shown on the TTCP must include any applicable MUTCD sign number, dimension and description.

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- A Flashing Arrow Sign/Board (FAS) ***must*** be used for ***all*** lane closures on the following streets. (Include size, panel display and exact location on the TTCP).
 - Railroad Avenue/Kirker Pass Road
 - Bailey Road
 - Somersville Road
 - Loveridge Road
 - West/East Leland Road
 - Buchanan Road
 - Power Avenue
 - Harbor Street
 - North Parkside Drive
 - Willow Pass Road
 - Pittsburg-Antioch Highway
 - California Avenue
 - Century Boulevard
 - West/East Tenth Street
- Show locations of all flaggers, channelizing devices, warning lights, flag trees, and portable barriers on the TTCP. All devices must comply with California MUTCD.
- Flaggers must have formal training in proper flagging operations.

Traffic Signal Operation and Equipment

- Include location of all traffic signals and traffic signal detection devices within the traffic control area.
- If special signal timing is required in the TTCP, specify **all** changes and their effects. This includes changing signal operations to flashing red, recall or fixed time.

Pedestrian/Bicycle Safety

- Pedestrians and bicyclists must have a safe route to walk/ride through and/or around the work area.
- Show all pedestrian/bicycle entries, detours, paths and exits on the TTCP.
- Clearly show description and location of all traffic control devices, including fences and barricades, within the pedestrian's/bicyclists safe route to walk/ride on the TTCP.

Parking Restrictions

- City approved parking restrictions must be clearly posted a minimum of 48 hours before work begins. Their implementation will be at the expense of the contractor/developer.
- All legal parking areas must be maintained. Access to legally parked vehicles' doors and storage areas must also be maintained.
- Parking restrictions must be limited in time as practicable. Restrictions may only be used when there are no other types of traffic control feasible for the work involved, or when parking demand can be reasonably accommodated.

Please contact the Traffic Engineering Division at (925) 252-4930 for any questions related to TTCP's, including closures, detours, traffic signal operations, and temporary parking restrictions.

Please allow five (5) working days for the City to review the TTCP. Once the TTCP is approved it must be available for inspection on-site at all times. City may require field changes to the TTCP to maintain public safety.

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Appendix C

Construction Water Application

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City of Pittsburg

Civic Center, 65 Civic Avenue, Pittsburg CA 94565

Construction Water Permit Fire Hydrant Meter

Fire Hydrant Meter #: _____ Date Issued: _____

Applicant/Company: _____ Tax ID: _____

Billing Address: _____ City/State/Zip: _____

Job Site: _____ Business License #: _____

Cell/Job Site Phone: _____ Office Phone: _____

Email Address: _____ Fax #: _____

Applicant Signature: _____ Print Name: _____

Meter Initial Reading: _____ Ccf Read by: _____
(Print Name)

Condition Upon Issuance: _____

Inspected By: _____

Date Returned: _____ Returned Reading: _____ Ccf

Condition Upon Return: _____

Inspected By: _____

Fire Hydrant Fees

(Resolution 17-13400)

| | 3/5/2018 | 1/1/2019 | 1/1/2020 | 1/1/2021 | |
|-----------------------------|----------------------------------|----------------------------------|---------------------------------|---------------------------------|---------------------------------------|
| Monthly Fixed Charge | \$330.00 | \$340.00 | \$360.00 | \$380.00 | Equivalent to 3" domestic water meter |
| Usage Charge | \$ 4.42 per CCF (748 gallons) | \$ 4.66 per CCF (748 gallons) | \$4.98 per CCF (748 gallons) | \$5.35 per CCF (748 gallons) | Equivalent to Business/Other |
| Deposit for Meter | \$ 1,200.00 | (Refundable) | | | |
| Application Fee | \$ 35.00 | (Non-refundable) | | | |
| Total Deposit | \$ 1,235.00 | | | | |

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Construction Water Permit Fire Hydrant Meter

All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.

Picking Up a Hydrant Meter

1. Obtain a Construction Water Permit – Hydrant Meter Form from the City of Pittsburg Water Payment Center Desk (first floor, Civic Center, 65 Civic Avenue)
2. Submit this completed form and pay fees according to the table below at the Water Payment Center Desk.
3. Take the completed form and payment receipt to the office of Public Works Corporation Yard, 357 E. 12th Street to pick up hydrant meter between the hours of 7:00 a.m. and 3:00 p.m.

Contractor Responsibilities:

1. All water to be used for construction purposes and drawn from a fire hydrant **MUST** be metered.
2. Contractor/Applicant **is responsible** to pay monthly fixed charges and a water usage charge which will be billed once a month, and after the meter is returned to the City of Pittsburg Public Works Department. If account becomes delinquent, Public Works may request hydrant meter to be returned until account has been paid current.
3. Contractor/Applicant **is responsible** for reporting meter reading to the Finance Department during the **third week of every month**: by faxing the monthly hydrant read request form and picture of read and meter number to (925) 252-6927 or by email to ehelden@ci.pittsburg.ca.us. *If a meter reading is not provided by the 20th of each month, a \$34 verification meter reading fee will be charged to reimburse the city for the cost.* If no read has been reported by the 25th Public Works will attempt to contact jobsite and other fees may apply.
4. If the meter readings are not verified in the field by city staff at least every **three months**, the contractor **is responsible** to bring the hydrant meter to the Public Works Corporation Yard to have it officially read. The reads will be verified to the monthly reads reported to the Finance Department. Also at this time, the condition of the meter will be checked to determine if repairs are needed.
5. Contractor/Applicant **is responsible** for any and all damage to the meter and is required to keep the meter and register clean and free of obstructions which may affect the operation of the meter while issued to them.
6. Meters shall not be moved to another job site or taken outside city limits. Meters must be accessible to Public Works at all times.
7. Lost, stolen or severely damaged hydrant meters may result in the loss of deposit and/or additional charges to the applicant.
8. At any point Public Works could require the meter to be tested for accuracy.

PLEASE KEEP METERS INSIDE VEHICLES WHEN NOT IN USE. IF REGISTER ROLLS BACKWARDS EXTRA FEES MAY APPLY.

By signing below, I have read and understand all the rules and regulations regarding my hydrant meter.

Signature: _____

Date: _____

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Appendix D

Federal Minimum Wage Rates*

Contractor to Visit website below for
current rates.

<https://beta.sam.gov/search?index=wd>

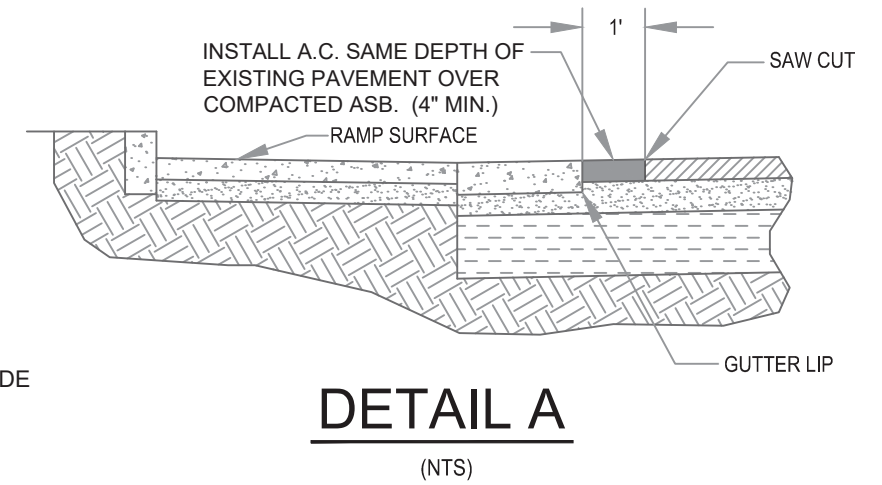
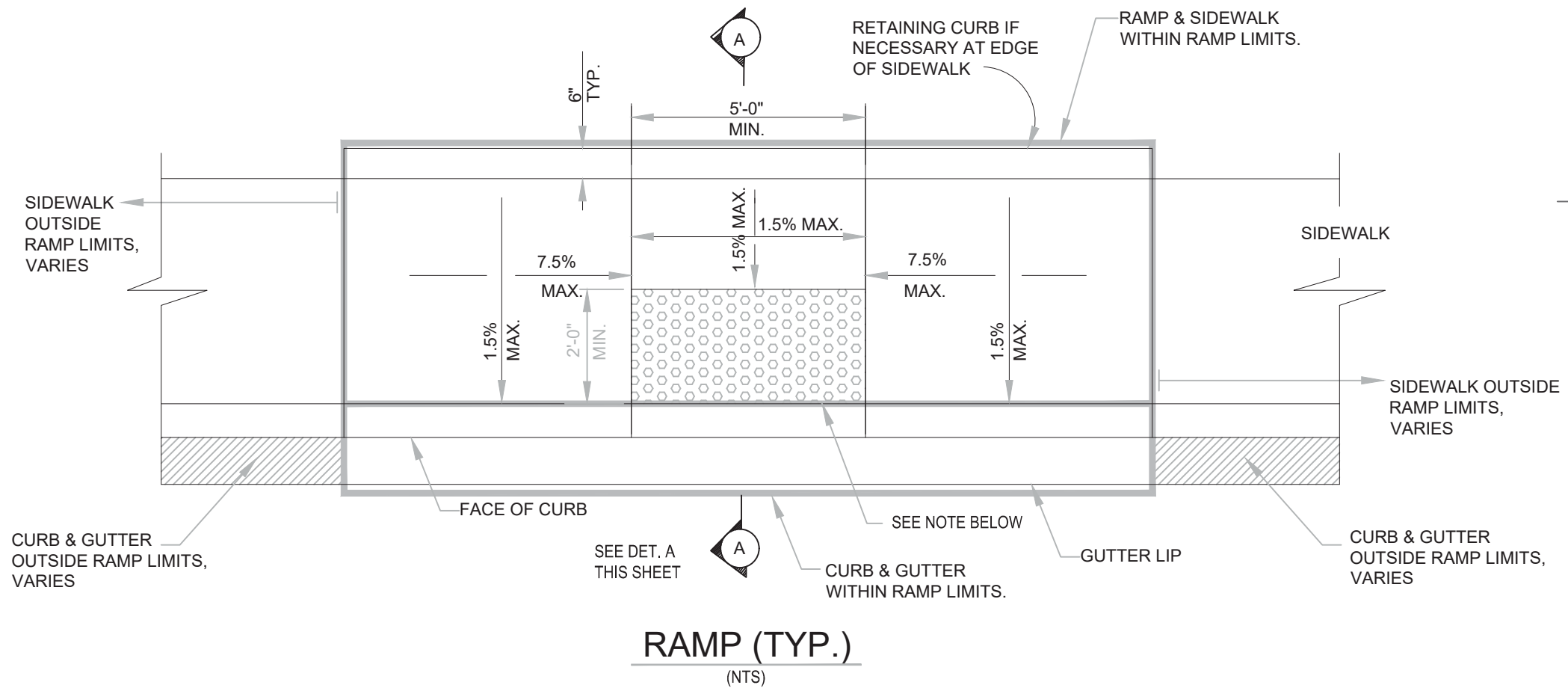
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Appendix E

CONTRACT PLANS

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CONTRACT: 2021-01
 2020/2021 CDBG CURB RAMP INSTALLATION



NOTE:

CURB RAMP SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE REQUIREMENTS IN THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS.

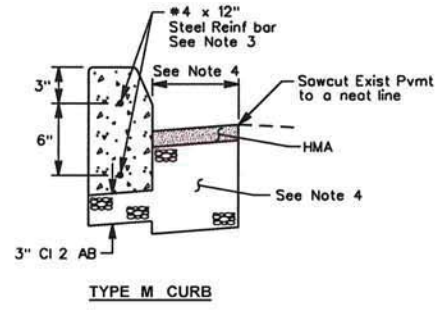
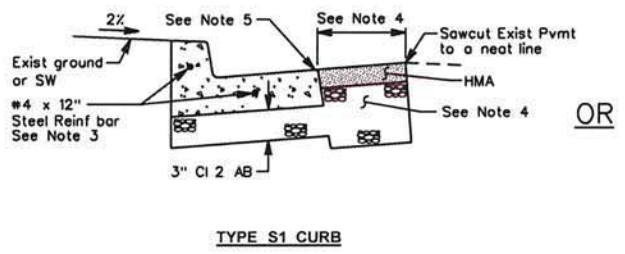
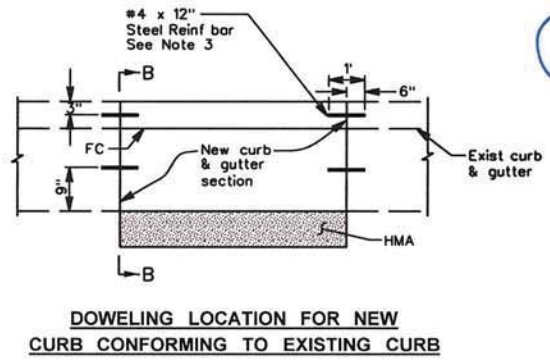
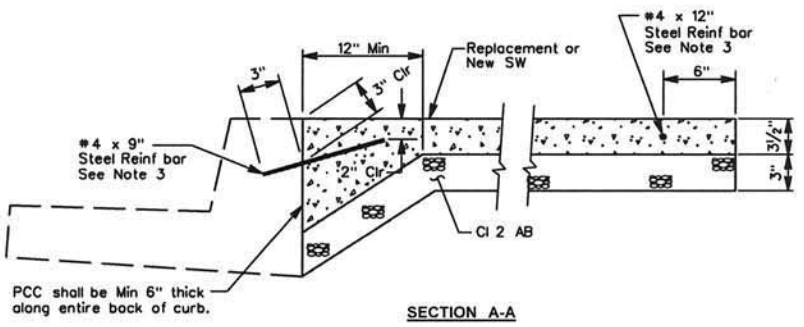


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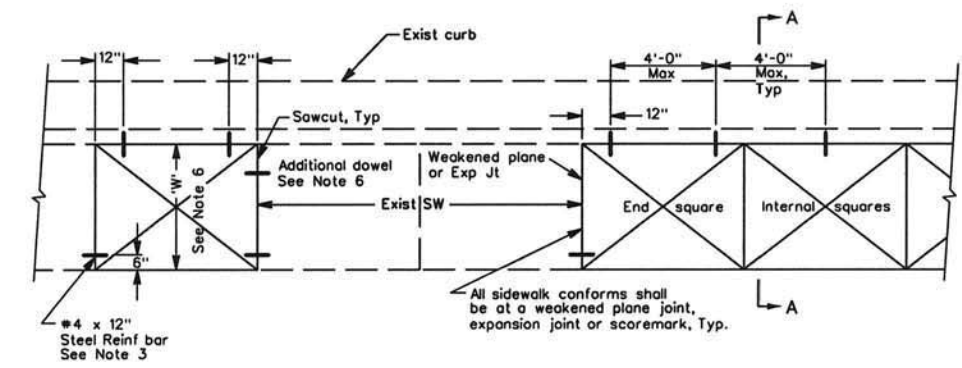
Julia R. Bueren
 PUBLIC WORKS DIRECTOR
 March 11, 2014
 PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
 JULIA R. BUEREN
 No. 37937
 CIVIL
 STATE OF CALIFORNIA

The County of Contra Costa or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.



SECTION B-B



LOCATIONS FOR REPLACEMENT SIDEWALK

NOTES:

1. All curb, gutter, and sidewalk shall conform to Standard Plans CA70 and CA71.
2. Concrete sidewalk removed for replacement construction shall be sawcut to a neat line at the nearest weakened plane joint, expansion joint or scoremark.
3. Dowels shall be placed in a 3/4" diameter drilled hole filled with 1:1 sand cement grout.
4. When replacing existing curb on existing alignment and grade, sawcut existing pavement 6" from gutter lip (or face of curb for Type 'B' curb replacement). Remove existing HMA and base to minimum 6" depth, compact subgrade and replace with full depth HMA. If placing new curb, sawcut pavement minimum of 12" inside existing edge of pavement, EP, unless otherwise directed on project plans. New pavement structural section shall be 0.5' HMA, 0.0' AB minimum unless otherwise specified on the plans or as required by the Public Works Department.
5. Paving at the gutter lip shall conform to Detail A of Standard Plan CA70. When the street slopes away from the curb, the paving shall match the gutter lip.
6. If W>5' add additional doweling, 4' maximum spacing between dowels.

COUNTY OF CONTRA COSTA
 PUBLIC WORKS DEPARTMENT
 MARTINEZ, CALIFORNIA
 STANDARD PLAN

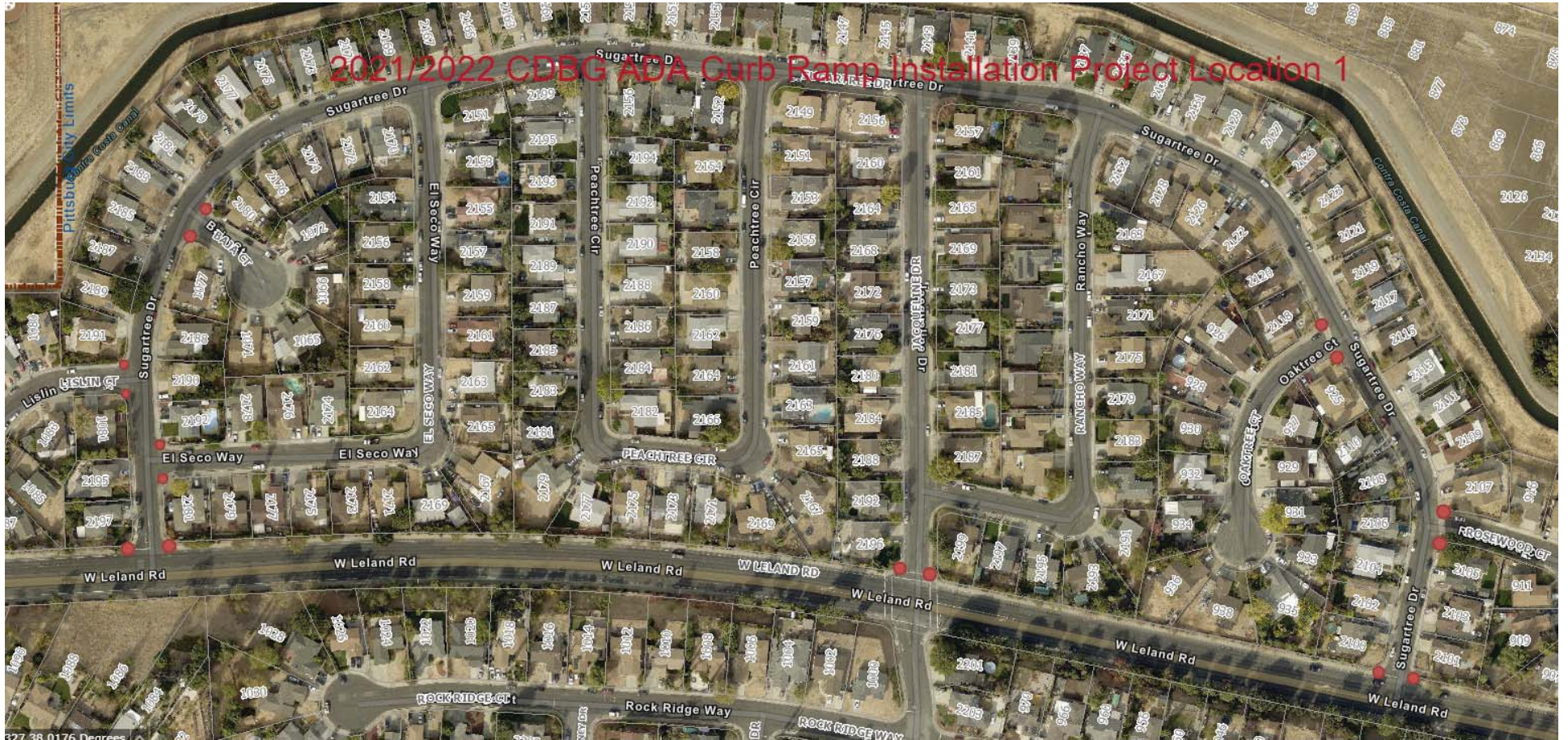
DOWELING DETAILS FOR CURB AND SIDEWALK

| NO. | DATE | REVISION DESCRIPTION | BY |
|-----|------|----------------------|----|
| | | | |
| | | | |
| | | | |

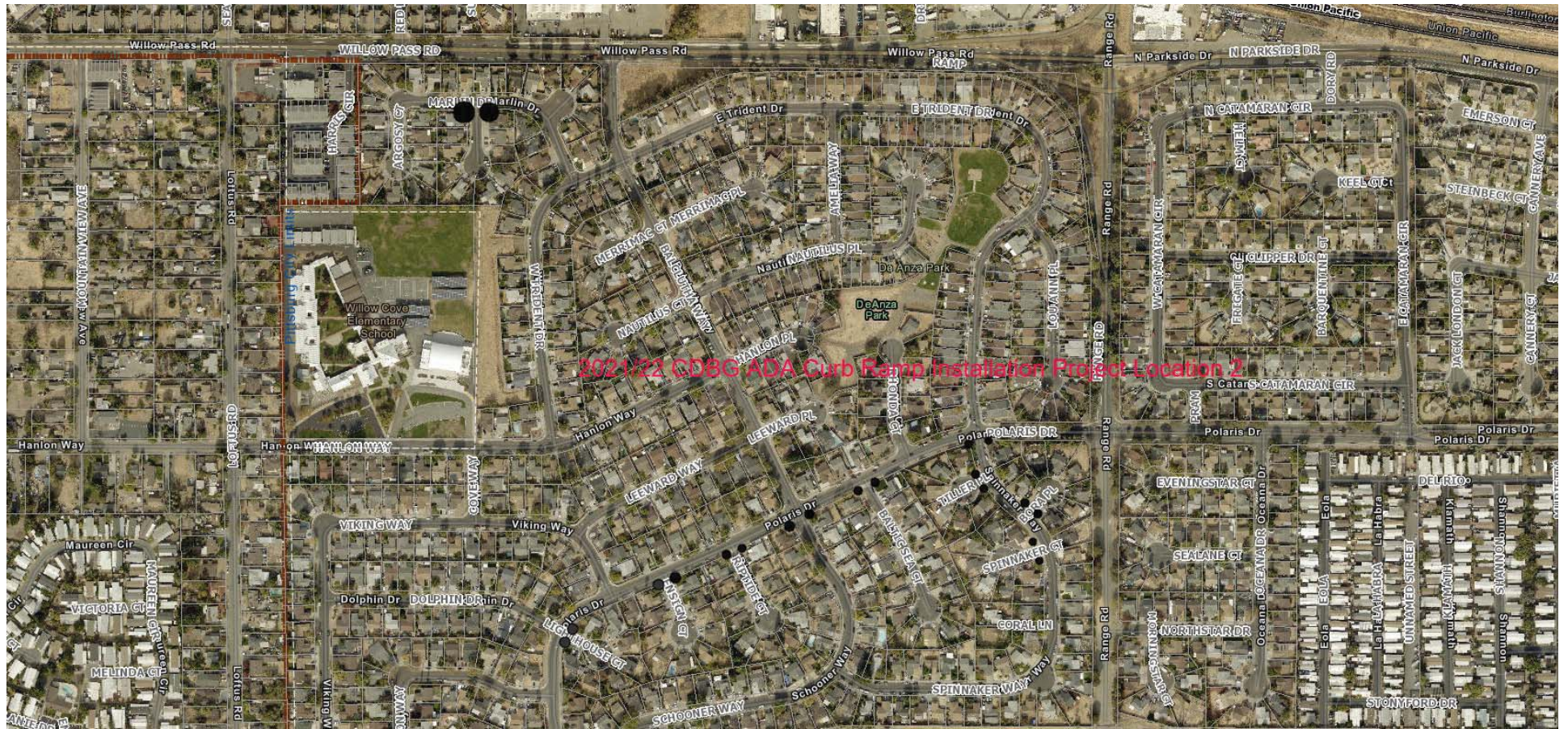
SCALE: NO SCALE DATE: 3/14
 DRAWN BY: H. HUSSEY PLAN NO. CA74
 CHECKED BY: M. HOLLINGSWORTH

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2021/2022 CDBG ADA Curb Ramp Installation Project Location 1



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2021/22 CD86 ADA Curb Ramp Installation Project Location 2

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2021/22 CDBG Curb Ramp List

| # | 1st Street Name | 2nd Street Name | Ramp Orientation |
|----|-----------------|-----------------|------------------|
| 1 | Sugartree Dr | Oaktree Ct | North |
| 2 | Sugartree Dr | Oaktree Ct | South |
| 3 | Sugartree Dr | Rosewood Ct | South |
| 4 | Sugartree Dr | Rosewood Ct | North |
| 5 | E Sugartree Dr | W Leland Rd | West |
| 6 | E Sugartree Dr | W Leland Rd | East |
| 7 | W Leland Rd | Jacqueline Dr | East |
| 8 | W Leland Rd | Jacqueline Dr | West |
| 9 | Sugartree Dr | El Seco WY | North |
| 10 | Sugartree Dr | Lislin Ct | South |
| 11 | Sugartree Dr | Lislin Ct | North |
| 12 | Sugartree Dr | Baja Ct | South |
| 13 | Sugartree Dr | Baja Ct | North |
| 14 | Sugartree Dr | El Seco WY | South |
| 15 | W Sugartree Dr | W Leland Rd | East |
| 16 | W Sugartree Dr | W Leland Rd | West |
| 17 | Polaris Dr | Lighthouse Ct | South |
| 18 | Polaris Dr | Lighthouse Ct | North |
| 19 | Polaris Dr | Ensign Ct | West |
| 20 | Polaris Dr | Ensign Ct | East |
| 21 | Polaris Dr | Riptide Ct | East |
| 22 | Polaris Dr | Riptide Ct | West |
| 23 | Polaris Dr | Schooner WY | West |
| 24 | Polaris Dr | Schooner WY | East |
| 25 | Spinnaker WY | Spinnaker Ct | North |
| 26 | Spinnaker WY | Spinnaker Ct | South |
| 27 | Spinnaker WY | Bora Pl | South |
| 28 | Spinnaker WY | Bora Pl | North |
| 29 | Spinnaker WY | Tiller Pl | South |
| 30 | Spinnaker WY | Tiller Pl | North |
| 31 | Polaris Dr | Baltic Sea Ct | West |
| 32 | Polaris Dr | Baltic Sea Ct | East |
| 33 | Polaris Dr | Spinnaker WY | West |
| 34 | Polaris Dr | Spinnaker WY | East |
| 35 | Marlin Dr | Commodore CT | West |
| 36 | Marlin Dr | Commodore CT | East |

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Sugartree Dr. and
Oaktree Ct. North
Ramp



Sugartree Dr. and
Oaktree Ct. South
Ramp



Sugartree Dr. and
Rosewood Ct.
South Ramp



Sugartree Dr. and
Rosewood Ct.
North Ramp



Sugartree Dr. East
End and West
Leland Rd. West
Ramp



Sugartree Dr. East
End and West
Leland Rd. East
Ramp



Jacqueline Dr. and
West Leland Rd.
East Ramp



Jacqueline Dr. and
West Leland Rd.
West Ramp



Sugartree Dr. and
El Seco Way North
Ramp



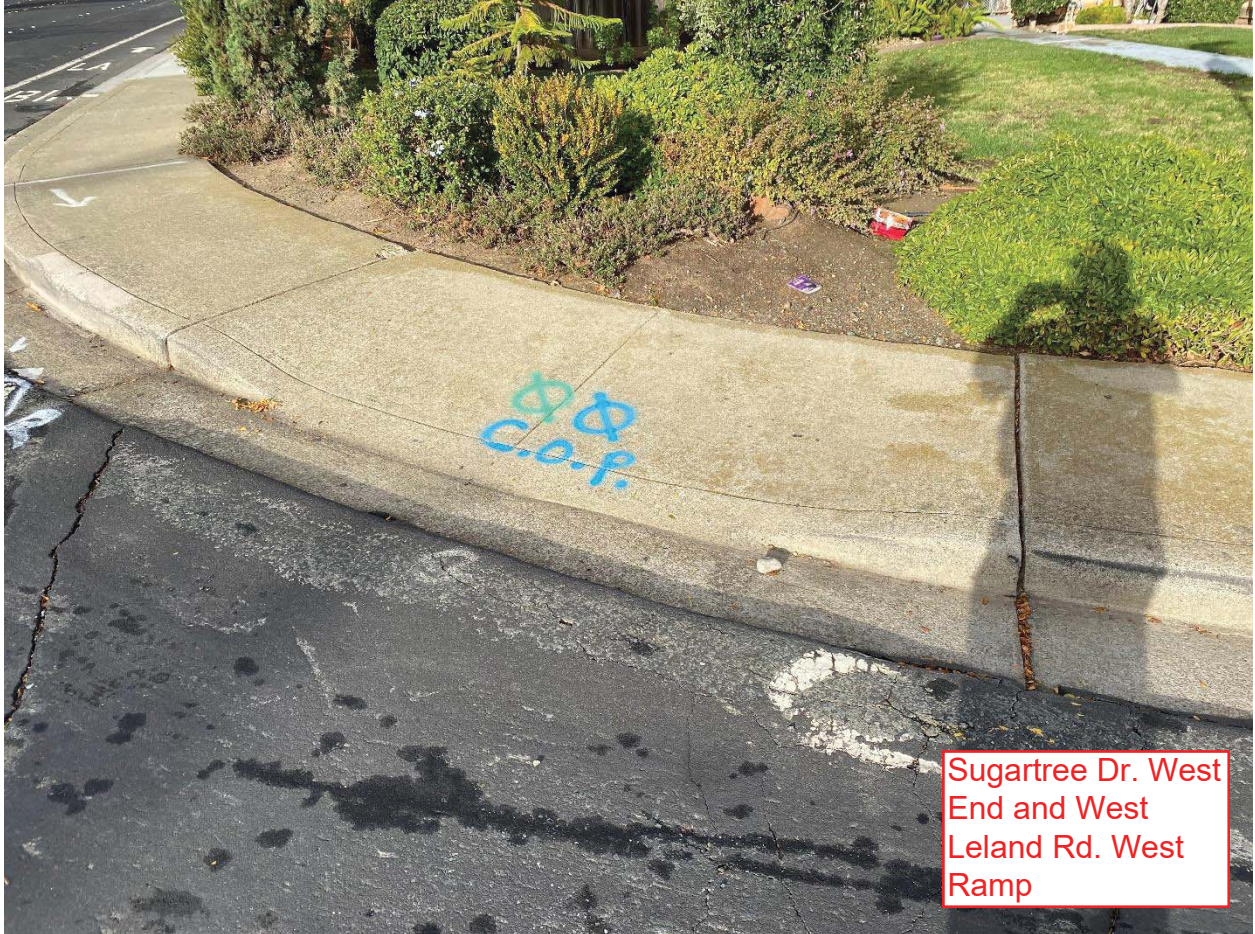
Sugartree Dr. and
Lislin Ct. South
Ramp







Sugartree Dr. West
End and West
Leland Rd. East
Ramp



Sugartree Dr. West
End and West
Leland Rd. West
Ramp



Polaris Dr. and
Lighthouse Ct.
South Ramp



Polaris Dr. and
Lighthouse Ct.
North Ramp



Polaris Dr. and
Ensign Ct. West
Ramp



Polaris Dr. and
Ensign Ct. East
Ramp



Polaris Dr. and
Riptide Ct. East
Ramp



Polaris Dr. and
Riptide Ct. West
Ramp



Polaris Dr. and
Schooner Way
West Ramp



Polaris Dr. and
Schooner Way
East Ramp



Spinnaker Way
and Spinnaker Ct.
North Ramp



Spinnaker Way
and Spinnaker Ct.
South Ramp



Spinnaker Way
and Bora Pl. South
Ramp



Spinnaker Way
and Bora Pl. North
Ramp



Spinnaker Way
and Tiller Pl. South
Ramp



Spinnaker Way
and Tiller Pl. North
Ramp



Polaris Dr. and
Baltic Sea Ct. West
Ramp



Polaris Dr. and
Baltic Sea Ct. East
Ramp



Polaris Dr. and Spinnaker Way West Ramp



Polaris Dr. and Spinnaker Way East Ramp



Marlin Dr. and
Commodore Ct.
West Ramp



Marlin Dr. and
Commodore Ct.
East Ramp

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Appendix F

HUD FORM 4010

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Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Appendix G

CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN (WMP)

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CITY OF PITTSBURG
 65 Civic Avenue
 Pittsburg, CA 94565

| | |
|---|--------------|
| For City Use Only | |
| Project No. _____ | |
| Date _____ | Fee \$ _____ |
| <input type="checkbox"/> Approved WMP | |
| <input type="checkbox"/> Approved Infeasibility Exemption | |

CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN (WMP)

The City of Pittsburg C&D Recycling and Waste Management requirement states that at least **65% diversion** of job-site waste materials from the landfill. In order to process the application request, the following form must be completed, signed and submitted with an application fee.

- WMP Application Approval Request WMP Infeasibility Exemption Request

Property Owner Name/Ph.# _____
 Job-site Address: _____
 Contractor/Project Manager: _____
 Address: _____
 Phone Number: _____
 Cellular Phone Number: _____
 Fax Number: _____

Property Owner's Signature / Date

1. Briefly state how materials will be sorted for recycling and/or salvage on the job site. *See Waste Assessment Table on back page. Attach additional pages if necessary. *If no materials are targeted for recycling or salvage, please state why.*

2. Will this project require the use of sub-contractors? Yes No If yes, briefly state how you plan to inform and ensure participation by the sub-contractors of your job-site recycling and waste management responsibility.

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WASTE ASSESSMENT TABLE

- I. BEFORE START OF PROJECT: Identify the type of materials to be recycled, salvaged or disposed from the job-site in **Section I** of the Waste Assessment table. Identify the handling procedure, hauler and/or destination of each material type.
- II. UPON COMPLETION OF PROJECT: **Section II** is to be filled out with supporting documentation upon completion of project. Indicate the material **types and quantities** recycled, salvaged or disposed from this job-site. Official weight tags must be submitted with this completed report identifying 1) job site address, 2) weight of load(s), 3) material type(s) and 4) if materials were recycled, salvaged or disposed.

| Material Type ↓ | Section I Identify materials (✓) | | | Handling procedure, hauler or final destination of materials* (See #1) | Section II Quantity of each material (lbs) | | | City Use Only Acceptable weight tag(s) (staff initials) |
|---|--|---------|----------|--|--|----------|------------|--|
| | Recycle | Salvage | Landfill | | Recycled | Salvaged | Landfilled | |
| Asphalt & Concrete | | | | | | | | |
| Brick, Tile | | | | | | | | |
| Building materials-doors, windows, fixtures, cabinets | | | | | | | | |
| Cardboard | | | | | | | | |
| Dirt/Clean Fill | | | | | | | | |
| Drywall | | | | | | | | |
| Carpet padding/ Foam | | | | | | | | |
| Plate/window Glass | | | | | | | | |
| Scrap Metals (steel, aluminum, brass, copper, etc.) | | | | | | | | |
| Unpainted Wood & Pallets | | | | | | | | |
| Yard Trimmings (brush, trees, stumps, etc.) | | | | | | | | |
| Other: (Hazardous Materials) | | | | | | | | |
| Garbage | | | | | | | | |
| TOTALS | | | | | | | | % Recycled |

FOR CITY USE ONLY – PROJECT COMPLETION (version 06-19)

- Full Compliance
 Good Faith Effort to Comply
 Non-Compliance

 Staff Signature / Date

