



CITY OF PITTSBURG

**SPECIAL PROVISIONS, NOTICE TO CONTRACTORS, CONTRACT PROPOSAL
AND SAMPLE CONTRACT DOCUMENTS**

FOR THE CONSTRUCTION OF

**CONTRACT NO. 2021-45
BODEGA DRIVE WATER SYSTEM LOOP PROJECT**

IN

PITTSBURG, CALIFORNIA

TO BE USED IN CONJUNCTION WITH:

CITY OF PITTSBURG STANDARD PLANS


AND

STANDARD SPECIFICATIONS AND PLANS

ISSUED BY THE

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

ACCEPTED FOR USE:



**RICHARD ABONO
CITY ENGINEER**

June 2022

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Exhibit "A"
NOTICE TO CONTRACTORS / INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed proposals for the work entitled:
Contract No. 2021-45
Bodega Drive Water System Loop Project

will be received by the City of Pittsburg at the front of City Hall, 65 Civic Avenue, First Floor, Pittsburg, California until 2:00 p.m. on July 20, 2022, at which time they will be opened and read aloud.

The work of this Contract consists in general of the construction of a new 8-inch water main to connect an existing 8-inch water main in Bodega Drive to an existing 8-inch water main in a City utility easement approximately 190 feet away. The work includes flow control, pavement saw cutting, excavation, shoring, removal and disposal of existing asbestos cement water pipe and fittings, new PVC water pipe, valves, fittings, air valve assembly, pipe bedding, trench backfilling, asphalt and concrete paving, surface restoration, incidentals as shown on the plans and/or described in the Specifications and all other work necessary for a complete project in accordance with the Plans and Specifications.

Engineer's Estimate for the base bid cost of construction is approximately \$201,180

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. The prime bidders shall possess a California Class A or Class C-12 at the time that the contract is awarded. In accordance with §7059(b) of the Business and Professions Code, the City shall not award the contract to a specialty contractor whose classification constitutes less than a majority of the project. Any bidder or Contractor not so licensed may be subject to penalties as provided by law.

There will be a pre-bid meeting for this project on July 13, 2022 at 10:00 am. The pre-bid meeting will be at the project site, and we will meet at the intersection of Andrea Way and Bodega Drive. The contractor is responsible to inspect the site of the proposed work to ascertain a satisfactory understating of the existing actual site conditions.

Project plans and specifications can also be obtained from the City's website at <http://www.ci.pittsburg.ca.us/index.aspx?page=101> When 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.

Technical questions should be directed in writing to Gabriel Piña, City of Pittsburg,

Engineering Department, 65 Civic Avenue, Pittsburg, California, 94565, telephone number (925) 252-4925, facsimile number (925) 252-4814, or by email to 2021-45bidinfo@pittsburgca.gov

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Questions received less than five (5) 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

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 wages are set forth in the General Prevailing Wage Rates for this project, available at City of Pittsburg and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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.

For a contract 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:

**"Attention: Gabriel Piña
Bid Proposal, Contract No. 2021-45
Bodega Drive Water System Loop Project
Bid Opening, July 20, 2022 at 2:00 p.m."**

All proposals must be accompanied by either cash, a money order, a certified or 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.

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.

Richard Abono Date
City Engineer



Exhibit "B"
Contract Schedule

Contract No. 2021-45
BODEGA DRIVE WATER SYSTEM LOOP PROJECT

ADVERTISE.....	Wed.	July 6, 2022
PRE-BID MEETING Meet at the intersection of Andrea Way and Bodega Drive at 10:00 AM.....	Wed.	July 13, 2022
BID OPENING Civic Center, 65 Civic Avenue In Front of City Hall at 2:00 PM.....	Wed.	July 20, 2022
NOTICE OF AWARD (TENTATIVE).....	Wed.	August 19, 2022
PRE-CONSTRUCTION CONFERENCE (TENTATIVE) Zoom Meeting at 10:00 AM.....	Wed.	August 24, 2022
NOTICE TO PROCEED (TENTATIVE).....	Fri.	September 14, 2022

Richard Abono
City Engineer

ORIGINAL - PROJECT

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - GENERAL

- 1.01 Terms used in these *Instructions to Bidders* will have the meanings indicated in the Special Provisions and City Standard Specifications. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder -- The individual or entity that submits a Bid directly to CITY.
 - B. Bidding Documents -- A complete set of bound documents available from the Issuing Office to be used by Bidder for the preparation and submittal of a bid for the work. The Bidding Documents include, *Notice to Contractors / Invitation to Bid*; plans; specifications; proposal forms; and sample contract documents; and addendums, if any, that are issued by Engineer.
 - C. Bid -- A *Contract Proposal*, filled out, executed and submitted by Bidder as its Bid.
 - D. Issuing Office -- The office of the City Engineer from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is located in the Civic Center, 1st Floor, at 65 Civic Avenue, Pittsburg, CA.
 - E. Successful Bidder -- The lowest responsible Bidder submitting a responsive Bid to whom CITY COUNCIL (on the basis of ENGINEER'S evaluation as hereinafter provided) makes an award.

ARTICLE 2 – PROPOSAL REQUIREMENTS

- 2.01 General: Attention is directed to Part 1, Section 2, “*Proposal Requirements*” of the General Provisions of the City Standard Specifications as amended by these Instructions to Bidders.
- 2.02 The last sentence of Section 2, Article 2-1, “Proposal Forms” of the General Provisions of the City Standard Specifications is deleted and replaced by the following:

“Complete sets of the Bidding Documents, in the form and for the non-refundable sum stated in the *Notice to Contractors / Invitation to Bid*, may be obtained from the Issuing Office. Complete sets of Bidding Documents must be used in preparing Bids; neither CITY nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of

incomplete sets of Bidding Documents. CITY and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.”

- 2.03 Pre-Bid Conference: If held, the pre-bid conference will on the date and at the time set forth in the *Contract Schedule*.
- 2.04 Bidder Qualifications: To demonstrate Bidder's qualifications to perform the Work, Bidder shall be required to submit written evidence such as financial data, previous experience, present commitments, and such other data as called for in the qualifications and experience statements annexed to the Proposal, which must be completed printed neatly in ink or typewritten and attached to the Bid.
- 2.05 Interpretation of Documents: Section 2, Article 2-12, “Interpretation of Documents” of the General Provisions of the City Standard Specifications is deleted and replaced by the following:

“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 and delivered by mail, express service or by electronic transmission to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than 4 working 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. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by CITY or ENGINEER.”

- 2.06 Subcontracting: Attention is directed to California Public Contract Code §§ 4100 – 4114 pertaining to the subletting of work and subcontracting practices.
- 2.07 Examination of Documents and Site: The following paragraphs are added to Section 2, Article 2-2, “Examination of Documents and Site” of the General Provisions of the City Standard Specifications:
 - A. Reports and Drawings: The Special Provisions will identify technical data and additional information available including:
 - 1. Any reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

- B. Subsurface and Physical Conditions: Copies of reports and drawings of Subsurface and Physical Conditions will be made available by ENGINEER to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.
- C. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to CITY and ENGINEER by owners of such Underground Facilities, including CITY, or others.
- D. The Special Provisions identify those reports and drawings, if any, relating to Hazardous Environmental Conditions at the Site, that ENGINEER has used in preparing the Bidding Documents.
 - 1. Copies of reports and drawings of Hazardous Environmental Conditions will be made available by ENGINEER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in the Special Provisions has been identified and established in the Special Provisions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in California Government Code § 4215. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated on the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in California Public Contract Code § 7104.
- F. On request, ENGINEER 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.

- 2.08 Reference is made to the Special Provisions for the identification of the general nature of other work that is to be performed at the site by CITY or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, ENGINEER will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- 2.09 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. 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;
 - C. 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;
 - D. Carefully study all reports of exploration and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Special Provisions; and are available for review at the office of the ENGINEER;
 - E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, 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;
 - F. 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;

- G. Become aware of the general nature of the work to be performed by CITY and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. 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;
 - I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 2.10 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of these *Instructions to Bidders*, 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.
- 2.11 Site and Other Areas: The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work shall be arranged and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by CITY unless otherwise provided in the Bidding Documents. Descriptions of the various easement conditions, if any, are included in the Appendices.
- 2.12 Bid Security: Attention is directed to the requirements of Section 2, Article 2-8, "Proposal Guaranty" of the General Provisions of the City Standard Specifications:

- A. In accordance with the requirements of Sections 20170 –20174 of the California Public Contract Code, a Bid must be accompanied by Bid security in an amount of 10 percent of Bidder's maximum Bid price and in the form of:
1. Cash
 2. Cashier's check made payable to the City
 3. A certified check made payable to the City
 4. A bidder's bond executed by an admitted surety insurer made payable to the City
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents including the required bonds and insurance within 10 days after the Notice of Award, CITY may annul the Notice of Award and the Bid security of that Bidder will be forfeited. ENGINEER may retain the Bid security of other Bidders whom ENGINEER believes to have a reasonable chance of receiving the award for a reasonable length of time after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- C. Bid security of other Bidders whom ENGINEER believes do not have a reasonable chance of receiving the award may be returned within ten days after the Bid opening.
- 2.13 Contract Times: The number of days within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Special Provisions.
- 2.14 Liquidated Damages: Provisions for liquidated damages, if any, are set forth in the Special Provisions.
- 2.15 "Or-Equal" and Substitute Items: Section 2, Article 2-11, "Substitution of Equals" of the General Provisions of the City Standard Specifications is deleted and replaced by the following:
- "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. Unless the specification or description contains or is followed by words reading that 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 *Instructions to Bidders* and as may be supplemented in the Special Provisions.

- A. Where a material, product, thing or service is specified by brand or trade name, the Engineer shall allow Successful Bidder a period of 10 days after the bid opening to submit data substantiating a request for substitution of “an equal” item pursuant to the requirement for such a submittal period in accordance with Section 3400 of the California Public Contract Code.
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 information to allow ENGINEER to determine that the item of material or equipment proposed is physically and functionally equal to that named. 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 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 paragraph A.1, a Proposed item of material or equipment will be considered physically and functionally equal to an item so named if:
 2. 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;
 3. 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 Contract Documents.

- 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 under Article 2.15 A.1 herein above, it may be considered as a proposed substitute item.
1. The procedure for review by ENGINEER will be as set forth under Article 2.15 B.2 herein below, as may be supplemented in the 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.
 - b. 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.
 - c. 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 Article 2.15 B.

- D. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this Article. 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 Article 2.15B 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."
- 2.16 Subcontractors, Suppliers, And Others: Pursuant to Public Contract Code §4104, Bidder shall set forth in the List of Subcontractors, the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in an amount in excess of one-half of one percent of the prime contractor's total bid or, or in the case of bids or offers for the construction of streets or highways in excess of one-half of one percent of the prime contractor's total bid or \$10,000, whichever is greater.
- 2.17 Attention is directed to Section 2, Article 2-10, "Approximate Estimate" of the General Provisions of the City Standard Specifications pertaining to the quantities of work or material set forth in the Bid Schedule.

2.18 Preparation Of Bid

- A. The Proposal form is included with the Bidding Documents. Additional copies may be obtained as set forth in the *Notice to Contractors / Invitation to Bid*.
- B. Completed the Bid Schedule by printing neatly in ink or by using a typewriter. A bid price shall be indicated for each Bid Schedule item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered as may be appropriate. Fill in all blank spaces on the Bid Schedule
- C. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in the Special Provisions.
- D. The Bid must be properly signed.
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. A Bid by an individual shall show the Bidder's name and official address.
 - 5. A Bid by a joint venture shall be executed by each party to the joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- E. All names and titles shall be type written or neatly printed in ink below the signatures.

- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
 - G. The address and telephone number of the Bidder for communications regarding the Bid shall be entered in the space provided in the Proposal.
 - H. The Bid shall contain evidence of Bidders authority and qualification to do business in California. Bidder's state contractor license number and "Class" shall also be shown on the Bid Form.
 - I. Pursuant to the provisions of Section 6707, California Labor Code, Bids shall contain, as a Bid item, the cost for adequate sheeting, shoring and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.
- 2.19 Pursuant to the provisions of Section 7106 of the California Public Contract Code, a Non-Collusion Affidavit is annexed to the *Contract Proposal*. Signature of the *Contract Proposal* shall constitute signature of the Non-Collusion Affidavit.
- 2.20 Submittal Of Bid: Bidder must complete the *Contract Proposal* furnished as part of the Bidding Documents. The Bidder may submit a completed unbound copy of the *Contract Proposal*.
- 2.21 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 opening (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.
- All bids must be submitted in person on the day of the bid opening. There will be a manned table located in the lobby inside the front entrance of City Hall at 65 Civic Avenue, Pittsburg, California to accept the bids. The available drop off hours for this bid submission are from 8:00AM to 2:00PM. Bidders will be required to follow proper social distancing protocols during opening and submission of bid, including wearing a mask.
- 2.22 Modification and Withdrawal of Bid: Attention is directed to Section 2, 2-2 "Withdrawal of Proposals" of the General Provisions of the City Standard Specifications. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

- 2.23 Unauthorized conditions, limitations, or modifications attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid Forms shall be without interlineations, alterations, or erasures. The Bidder shall initial any changes or corrections on the Bid. Alternative Bids will not be considered unless expressly called for in Proposal or Special Provisions, Invitation to Bid. Oral, telegraphic, faxed or telephone Bids or modifications will not be considered.
- 2.24 In accordance with Sections 5101 and 5103, California Public Contract Code, withdrawal of Bids may be permitted if mistakes are made in filling out the Bid but will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the drawings, specifications, and other Contracts Documents.
- 2.25 In the event Bidder alleges that a clerical error has been made in the list of subcontractors, the procedures for substitution shall be provided in accordance with Section 4107.5, California Public Contract Code.
- 2.26 Opening of Bids: Bids will be opened at the time and place indicated in the *Notice to Contractors / Invitation to Bid* and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders on request within one working after the opening of Bids.

ARTICLE 3 – AWARD AND EXECUTION OF CONTRACT

- 3.01 General: Attention is directed to Part 1, Section 3, “Award and Execution of Contract” of the City Standard Specifications as amended by these *Instructions to Bidders*.
- 3.02 Bids to Remain Subject to Acceptance: In accordance with Section 3, Article 3-1, “Award of Contract” of the General Provisions of the City Standard Specifications, all Bids will remain subject to acceptance for a period of 30 calendar days after the opening of the proposals. The CITY may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 3.03 Basis of Bid; Evaluation of Bids: The criteria which will be used to determine the lowest responsive and responsible Bidder are as follows:
- A. 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 unless otherwise noted. 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.

- B. 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.
- C. 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.
- D. 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 base 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:
 - 4. Financial, material, equipment, facility, and personnel resources and expertise necessary to meet contractual requirements;
 - 5. A record of integrity based upon review of the "Technical Ability and Experience Statement";
 - 6. 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";
 - 7. Qualified legally to contract with the CITY, and;

Has not failed to supply any necessary information in connection with the inquiry concerning responsibility.

- 3.04 Award of Contract: CITY reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. CITY further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. CITY reserves the right to waive any informality.
- 3.05 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.
- 3.06 In evaluating Bids, ENGINEER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 3.07 In evaluating Bidders, 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.
- 3.08 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.
- 3.09 If the Contract is to be awarded, CITY will award the Contract to the responsible Bidder who submits the lowest responsive bid.
- 3.10 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.
- 3.11 Contract Security and Insurance: The Bidding Documents set forth the CITY'S requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to CITY, such bonds and insurance must accompany it.
- 3.12 Signing of Agreement: When CITY gives a *Notice of Award* to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the *Agreement* with the other Contract Documents that are identified in the *Agreement* as attached thereto. Within ten (10) 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 an extension of time in writing to ENGINEER. Failure to comply may result in forfeiture of bid

security. Within ten (10) days of receipt of signed agreement and other contract documents, ENGINEER shall deliver a *Notice to Proceed* and one fully signed counterpart of the *Agreement* to Successful Bidder with a complete set of the Drawings with appropriate identification.

- 3.13 Retention: Provisions concerning CONTRACTOR'S rights to deposit securities in an escrow account in lieu of retention from amounts earned are set forth in the *Notice to Contractors / Invitation to Bid* and in the Special Provisions.

END OF SECTION

CONTRACT PROPOSAL

CONTRACT PROPOSAL

**CONTRACT NO. 2021-45
BODEGA DRIVE WATER SYSTEM LOOP 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 City of Pittsburg Standard Specifications (current edition), City of Pittsburg Standard Details (current edition), the reference specifications identified in the 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 June 2022, and are entitled:

**SPECIAL PROVISIONS, NOTICE TO CONTRACTORS, CONTRACT PROPOSAL
AND SAMPLE CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

**CONTRACT NO. 2021-45
BODEGA DRIVE WATER SYSTEM LOOP PROJECT**

The project plans for work to be done are dated June 2022 and are entitled:

PROJECT PLANS FOR

**CONTRACT NO. 2021-45
BODEGA DRIVE WATER SYSTEM LOOP PROJECT**

Bids are to be submitted for the entire work, including all bid 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.

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

BID SCHEDULE

PROJECT 2021-45 BODEGA DRIVE WATER SYSTEM LOOP PROJECT

Bid Item	Item Description	Unit	Quantity	Unit Price (\$)	Item Total (\$)
1	Mobilization	LS	1		
2	Storm Water Pollution Prevention Plan	LS	1		
3	Sheeting, Shoring and Bracing	LS	1		
4	Traffic Control	LS	1		
5	Temporary Water Connections	LS	1		
6	8-Inch Gate Valve (or Tapping Valve)	EA	2		
7	1-Inch Combination Air Valve	EA	1		
8	8-Inch Hot Tap Connection	EA	1		
9	8-Inch Water Main	LF	190		
10	Abandon Existing Water Facilities	LS	1		
11	Asphalt Paving	SF	150		
12	Sidewalk, Curb and Gutter Replacement	EA	1		
13	Additional Sidewalk Replacement	SF	130		
14	Construct New 20 ft Gate	LF	20		
				TOTAL BASE BID ITEMS:	

Abbreviations: CY = Cubic Yard; EA = Each; LS = Lump Sum; SF = Square Feet; SY = Square Yards

The bid items described above shall include all bidder's costs for work required under the contract documents. When no specific item is listed in the bid schedule for work required, the cost of such work shall be included in the price bid that most appropriately covers the work.

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.

*Firm Name

*Firm Name

*Mailing Address

*Mailing Address

*City/State/Zip + 4

*City/State/Zip + 4

Class License No.

Class License No.

*Portion of Work

*Portion of Work

*Dollar Amount or Percentage

*Dollar Amount or Percentage

*Firm Name

*Firm Name

*Mailing Address

*Mailing Address

*City/State/Zip + 4

*City/State/Zip + 4

Class License No.

Class License No.

*Portion of Work

*Portion of Work

*Dollar Amount or Percentage

*Dollar Amount or Percentage

*Firm Name

*Firm Name

*Mailing Address

*Mailing Address

*City/State/Zip + 4

*City/State/Zip + 4

Class License No.

Class License No.

*Portion of Work

*Portion of Work

*Dollar Amount or Percentage

*Dollar Amount or Percentage

(Attach additional sheets, if necessary.)

*Indicates required information for each subcontractor.

Proposed Major Equipment & Material Manufacturers Statement

The following is a complete and true list of all proposed major equipment and material suppliers and manufacturers proposed to be furnished or installed in connection with the work of this Contract. If awarded the Contract, I further state that there will be no deviations from this list without the specific written approval of the City Engineer.

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

Supplier/Manufacturer

Mailing Address

City/State/Zip + 4

Equipment/Material

(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 sufficient 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.)

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.

NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

In accordance with Public Contract Code Section 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Note: The above Noncollusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

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.

City Standard Specifications & Details Statement

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

SIGNATURE OF BIDDER

Accompanying this Proposal is a _____(insert "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 co-partnership, state true name of firm, also names of all individual copartners composing firm; 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) _____

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 and Title of Bidder

**BODEGA DRIVE WATER SYSTEM LOOP PROJECT
CONTRACT NO. 2021-45
BID BOND
(TO ACCOMPANY PROPOSAL)**

KNOW ALL MEN BY THESE PRESENTS;

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, to be opened in front of City Hall, at 65 Civic Avenue, Pittsburg, California at 2:00 p.m. on July 20, 2022, for construction of **Contract No. 2021-45, BODEGA DRIVE WATER SYSTEM LOOP PROJECT**

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 and the penal sum shall be within the maximum specified by such company in said circular or an admitted insurer through the California Department of Insurance.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2022.

PRINCIPAL:

SURETY:

BUSINESS MAILING ADDRESS

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

SAMPLE CONTRACT DOCUMENTS

Certified Mail
Engineering Department
Office (925) 252-4042
Facsimile (925) 252-4814

(Date)

NOTICE OF AWARD

(Inside Address)

Re Contract No. 2021-45, Bodega Drive Water System Loop Project

Dear _____:

The City Council of the City of Pittsburg considered and accepted your bid proposal for the above referenced contract in the amount of \$ _____ at its meeting of August 15, 2022.

You are hereby requested to furnish this office with the required bond(s), insurance certificate and endorsements within ten (10) 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 Pittsburg.

A pre-construction meeting has been scheduled for August 24, 2022 at 10:00 a.m. at the Civic Center, 65 Civic Avenue, Pittsburg, California, in the 1st Floor Conference Room.

Please contact this office with any questions that you may have.

Sincerely,

Richard Abono
City Engineer

Contract No. 2021-45, Bodega Drive Water System Loop Project

THIS AGREEMENT, made and entered into this _____, 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 No. 2021-45, Bodega Drive Water System Loop 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 of 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 are all essential parts of this Contract and are specifically referred to, and by such reference, made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control, each over the other, in the following order:

1. Permits from other agencies as required
2. Supplemental Agreements
3. Contract Change Orders
4. Approved revisions to the plans
5. Addenda
6. Proposal Packet
7. Special Provisions
8. Reference Specifications
9. Project Plans
10. Technical Provisions
11. Standard Plans
12. General Provisions

Detailed plans will take precedence over general plans.

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 ten (10) 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 (\$1500.00) 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:

sample

**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 No. 2021-45, Bodega Drive Water System Loop Project**

Principal is obligated to complete with work within the number of working 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 No. 2021-45, Bodega Drive Water System Loop Project**; or
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 _____, 2022

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) 252-4042
Facsimile (925) 252-4814

(Date)

(Inside Address)

**Re: Notice to Proceed
Contract No. 2021-45, Bodega Drive Water System Loop 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 ten (10) working days from the date of your receipt of this "Notice to Proceed" and that all work is to be completed within _____ (XX) working days.

Please be reminded that in accordance with the specifications, within ten (10) working days from the date of your receipt of this "Notice to Proceed", you are required to furnish this office with a project schedule; schedule of values; a list of the sources of materials to be incorporated into the work; product and equipment data, 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 this office at (925) 252-4042 with any questions you may have.

Sincerely,

Richard Abono
City Engineer

Enclosures:
City of Pittsburgh
Contract Change Order No. _____
Engineering Department

Contract No. _____
Title: _____
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: (Attach additional sheet if necessary)

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 Engineer Date

City Engineer Date

CHANGE ORDER APPROVAL

CITY

CONTRACTOR

City Manager Date

Authorized Agent Date

Title: _____

Sample

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES, OR
CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primarily as respects the insured shown in the schedule above, or if excess, shall in an unbroken chain of coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled excepted after thirty days prior written notice by certified mail return receipt requested has been given to the City.

Signature - Authorized Representative

Address

CERTIFICATE OF INSURANCE
 FOR _____ (The City)

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED	COMPANIES	BEST RATING	
	COMPANY LETTER A	_____	_____
	COMPANY LETTER B	_____	_____
	COMPANY LETTER C	_____	_____
	COMPANY LETTER D	_____	_____
	COMPANY LETTER E	_____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

C O L T R	TYPE OF INSURANCE	POLICY NAME	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OPS AGGREGATE	\$
	CLAIMS MADE OCCUR				PERSONAL & ADVERTISING INJURY	\$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
	OTHER _____				FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one Person)	\$

AUTOMOBILE LIABILITY — ANY AUTO — ALL OWNED AUTOS — SCHEDULED AUTOS — HIRED AUTOS — NON-OWNED AUTOS — GARAGE LIABILITY				COMBINED SINGLE UNIT	\$
				BODILY INJURY (Per Person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
EXCESS LIABILITY — UMBRELLA — OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
				AGGREGATE	\$
— WORKER'S COMPENSATION AND — EMPLOYER'S LIABILITY				STATUTORY	\$
				EACH ACCIDENT	\$
				DISEASE-POLICY LIMIT	\$
				DISEASE-EACH EMPLOYEE	\$
PROPERTY INSURANCE — COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					

THE FOLLOWING PROVISIONS APPLY:

1. None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
2. The City, it's officials, employees and volunteers are added as insureds on all liability insurance policies listed above.
3. It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with the insurance described above.
4. The City is named a loss payee on the property insurance policies described above, if any.
5. All rights of subrogation under the property insurance policy listed above have been waived against the City.
6. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

(CITY)

AUTHORIZED REPRESENTATIVE

SIGNATURE _____

TITLE _____

PHONE NO. _____

sample

CERTIFICATE OF INSURANCE SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE

DATE (MM/DD/YY)

FOR _____(The City)

<p>PRODUCER</p> <p>TELEPHONE: _____</p>	<p>POLICY INFORMATION</p> <p>Insurance Company: Policy No.: _____ Policy Period: (from) _____ (to) _____</p>
<p>NAMED INSURED</p>	<p>OTHER PROVISIONS</p>
<p>CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: (____) _____</p>	<p>EMPLOYERS LIABILITY LIMITS</p> <p>\$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)</p>
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> 1. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the City, its officers, employees, and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. <p>Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.</p>	
<p>ENDORSEMENT HOLDER</p>	
<p>CITY</p>	<p>AUTHORIZED REPRESENTATIVE ___Broker/Agent ___Underwriter ___Other (Specify)_____</p> <p>I _____(print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature hereon do so bind this company to this</p>

SPECIAL ENDORSEMENT

	<p>endorsement.</p> <p>Signature _____ (original signature required)</p> <p>Telephone(____)_____ Date Signed _____</p>
--	--

SUBMIT IN DUPLICATE

sample

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

DATE (MM/DD/YY)

FOR _____ (The City)

ENDORSEMENT	ISSUE
-------------	-------

<p>PRODUCER</p> <p>TELEPHONE:</p>	<p>POLICY INFORMATION</p> <p>Insurance Company:</p> <p>Policy No.:</p> <p>Policy Period: (from) _____ (to) _____</p> <p>LOSS ADJUSTMENT EXPENSE</p> <p>___ Included in Limits ___ In Addition to Limits</p> <p>___ Deductible ___ Self-Insured Retention (check which) of \$ _____</p>
<p>NAMED INSURED _____ APPLICABILITY. This insurance pertains _____ to the operation/or lenancy of the named insured under all written agreement and permits in force with the City unless _____</p>	<p>checked here _____ In which case only the following specific agreements and permits with the City are covered:</p> <p>CITY AGREEMENTS/PERMITS</p>
<p>TYPE OF INSURANCE</p> <p>___ COMMERCIAL AUTO POLICY</p> <p>___ BUSINESS AUTO POLICY</p> <p>___ OTHER _____</p>	<p>OTHER PROVISIONS</p>
<p>LIMITS OF LIABILITY</p> <p>\$ ___ per accident, for bodily injury Telephone:()</p>	<p>CLAIMS: Underwriter's representative for claims pursuant to this insurance.</p> <p>Name: _____</p> <p>Address: _____ and _____ property _____ damage _____</p>
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"> 1. INSURED. The City, its officers, employees, and volunteers are included as insured with regard to damages of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, or for which the Named Insured is responsible. 2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the Insurance afforded by this policy shall: (a) be primary insurance as respects the City, its officers, employees, and volunteers; or 	

(b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance of self-insurance maintained by the City, its officers, officials, employees, and volunteers shall be excess of the Named Insured's Insurance and not contribute with it.

3. CANCELLATION NOTICE. With respect to the interests of the City, this Insurance shall not be canceled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as:

- (1) If Primary, Insurance Services Office form number CA0001 (ed. 1/87), Code 1 ("any auto"); or
- (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section(1).

Except as stated above, nothing herein shall be held to waive, alter, or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER
CITY

AUTHORIZED REPRESENTATIVE Broker/Agent
 Underwriter Other (Specify) _____

I _____ (print/type name), warrant that I have authority to bind the above mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone() _____ Date Signed _____

I, _____ certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

**CITY OF PITTSBURG
COMMUNITY DEVELOPMENT DEPARTMENT**

SPECIAL PROVISIONS

**CITY PROJECT NO. 2021-45
BODEGA DRIVE WATER SYSTEM LOOP PROJECT**

SECTION 1 - SPECIFICATIONS AND PLANS

1-1 GENERAL

Standard Specifications. - The Work hereunder shall be done in accordance with the State of California Standard Specifications dated May 2018 and the Standard Plans dated May 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 dates designated hereinafter in this part are City Holidays in 2022-2023.
- NEW YEARS DAY
MARTIN LUTHER KING JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
CESAR CHAVEZ DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING HOLIDAYS
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, Development Services 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, Development Services 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, Development Services 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, Community Development Department
(925) 252-4042

City of Pittsburg, Public Works Department
(925) 252-4936

- END OF SECTION -

SECTION 2 - INSTRUCTIONS TO BIDDERS

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," 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.

The provisions of Section 2-1.01 of the Standard Specifications shall be changed to read as follows:

2-1.01 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.*

2-1.03.1 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 2-1.03 "Examination of Plans, Specifications, Contract and Site of Work" 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.

2-1.03.2 Access to Site

- Bidder has full 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.

2-1.03.3 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 electronic means (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.

2-1.03.4 Substitute and "Or-Equal" Items

- Attention is directed to the provisions of subparagraph 6-1.05 of these Special Provisions pertaining to the substitution of "or-equal" items.

2-1.03.5 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, or the words "No Bid," "No Change," or "Not Applicable" entered;
- (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 venturer in the 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.

2-1.03.6 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.

2-1.04 Pre-bid Conference

- A pre-bid conference, if held, will be on the date, and at the time set forth in the *Contract Schedule* included in the bidding documents.

2-1.05 Proposal Forms

- The fourth paragraph of Section 2-1.05 "Proposal Forms" of the Standard Specifications shall be changed to read as follows:

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".

- The fifth paragraph of Section 2-1.05 "Proposal Forms" of the Standard Specifications shall be deleted.

2-1.05.1 Bidder Statements and Affidavits

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

2-1.07 Proposal Guaranty

- The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07,

"Proposal Guaranty," of the Standard Specifications is included in the Bidding Documents.

2-1.13 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 opening (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.
- If a Bid is sent by mail, express service, or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". Bidders are cautioned that mail and deliveries by express and other delivery services are received at a mailroom for sorting and internal distribution. To be considered for award, a Bid must be received at the designated office no later than the date and time of the public bid opening indicated in the *Notice to Contractors / Invitation to Bid*. Any bid received after the public bid opening shall not be opened. Postmarks, receipts, acknowledgments or other verification of service shall not be accepted.

- END OF SECTION -

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SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

Section 3-1.01 of the Standard Specifications shall be amended to read as follows:

3-1.01 Award of Contract

- 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.

3-1.01.1 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.

3-1.01.2 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 base 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. 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.
 6. 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.
 7. 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 3-1.02 of the Standard Specifications shall be amended to read as follows:

3-1.02 CONTRACT BONDS

- 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 3-1.03 of the Standard Specifications shall be amended to read as follows:

3-1.03 EXECUTION OF CONTRACT

- 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 ten (10) calendar 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.

3-1.05 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 construction of a new 8-inch water main to connect an existing 8-inch water main in Bodega Drive to an existing 8-inch water main in a City utility easement approximately 190 feet away. The work includes flow control, pavement saw cutting, excavation, shoring, removal and disposal of existing asbestos cement water pipe and fittings, new PVC water pipe, valves, fittings, air valve assembly, pipe bedding, trench backfilling, asphalt and concrete paving, surface restoration, incidentals as shown on the plans and/or described in the Specifications and all other work necessary for a complete project in accordance with the Plans and Specifications.

4-1.02 BEGINNING OF WORK

- Attention is directed to the provisions in Section 8-1.03 "Beginning of Work," in Section 8-1.06 "Time of Completion," and in Section 8-1.07 "Liquidated Damages" of the Standard Specifications and as modified by these Special Provisions.

The first paragraph of Section 8-1.03 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 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 ten (10) calendar 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 8-1.06, "Time of Completion," 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 8-1.07 "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 five hundred dollars (\$1500.00)** 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. If the Contractor prefers to work nights, the work hours shall be 9:00 p.m. to 4:00 a.m. For night work, all traffic control, construction equipment, and personnel shall be out of the right of way by 4 a.m. 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 except by arrangement with the Engineer. 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.

4-1.06 SCHEDULE OF WORK

The first paragraph of Section 8-1.04 "Project Schedule" 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.

The second paragraph of Section 8-1.04 "Project Schedule" shall be revised as follows:

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.

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 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
- The Contractor shall store record documents in 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
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.

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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*
3. *Contract Change Orders*
4. *Approved Revisions to the Plans*
5. *Addenda*
6. *Proposal Packet (Bid Forms)*
7. *Special Provisions*
8. *Reference Specifications*
9. *Project Plans (Contract Drawings)*
10. *Technical Provisions*
11. *Standard Plans*
12. *General Provisions*

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 SURVEYING

- 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

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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.

- 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

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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 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 Pittsburg.

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 Pittsburg.

B. Definitions

1. "Agency" means the City of Pittsburg.
2. "City" means the City of Pittsburg.
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;

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- 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
 - 4e. The business has proof of past contracts citing its Pittsburg 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

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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 Pittsburg 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.

5-1.18 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

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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.

5-1.19 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.

5-1.20 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.

5-1.21 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: The contractor shall apply to the City's Finance (Water) Department for a hydrant meter for use in drawing water for construction uses. The Contractor will be required to post a deposit of \$1,200.00 for the hydrant meter. Included in the deposit is a \$35.00 non-refundable application fee. The Contractor will be billed for construction water usage at the rate of \$4.98 per one hundred cubic feet (CCF). The Contractor will be billed for the monthly rental of the hydrant meter at the rate of \$360 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

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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.

3. CalOSHA: 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

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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.

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- (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 it's 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

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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.

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- 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 contract lump sum price paid for "**Storm Water Pollution Prevention Plan**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing,

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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 3: The contract lump sum price paid for "**Sheeting, Shoring, and Bracing**" shall include all materials equipment, labor, and incidentals required to provide sheeting, shoring, bracing, and other measures for protection of workers, paving, adjacent utilities and improvements, and the work in accordance with Article 6 of CAL/OSHA, the California State Labor Code and these contract requirements.

Bid Item 4: The contract lump sum 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 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 5: The contract lump sum price bid for "**Temporary Water Connections**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for providing temporary water service to properties affected by the work of this contract. This price shall include temporary piping, hoses, connections, testing, disinfection, removal of temporary facilities at the completion of the work, surface restoration, and all incidentals.

Bid Item 6: The contract price bid for each "**8-inch Gate Valve or Tapping Valve**" shall include all labor, materials, tools, equipment, and incidentals for providing 8-inch gate valve or tapping valve as shown in the plans and as specified. This price shall include pavement sawcutting, excavation, spoils disposal, valves, gaskets, fasteners, connection to adjoining pipe or fittings, polyethylene protective wrap, testing, disinfection, bedding and backfill, surface and fence restoration and all incidentals.

Bid Item 7: The contract price bid for each "**1-inch Combination Air Valve**" shall include all labor, materials, tools, equipment, and incidentals for providing a 1-inch combination air valve assembly as shown in the plans and as specified. This price shall include sawcutting, excavation, spoils disposal, valves, piping, fittings, air valve, protective

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enclosure, fasteners, bedding and backfill, surface restoration, and all incidentals.

Bid Item 8: The contract price bid for each “**8-inch Hot Tap Connection**” shall include all labor, materials, tools, equipment, and incidentals for providing an 8-inch hot tap connection to an active water main as shown in the plans and as specified. This price shall include sawcutting, excavation, spoils disposal, saddle connection, cutting of the water main, connection to the tapping valve, polyethylene protective wrap, disinfection, testing, bedding, backfill, surface restoration, and all incidentals.

Bid Item 9: The contract bid price per linear foot of “**8-inch Water Main**” shall include all labor, materials, tools, equipment, and incidentals for providing new 8-inch water main as shown in the plans and as specified. This price shall include sawcutting, excavation, spoils disposal, pipe, locator wire, installation, joint restraints, anchors, thrust blocks, fittings, connection to adjoining work, bedding, backfill, marking tape, placement and removal or temporary paving, surface restoration, surface grading (as shown in the drawings), disinfection, flushing, testing, and all incidentals.

Bid Item 10: The contract lump sum price bid for “**Abandon Existing Water Facilities**” shall include all labor, materials, tools, equipment, and incidentals for removing and/or abandoning in place all water facilities rendered unused by the work as shown in the plans and as specified. This price includes sawcutting, excavation, spoils disposal, removal and disposal of unused pipe and fittings, slurry for abandonment of water facilities in place, bedding, backfill, surface restoration, and all incidentals.

Bid Item 11: The contract price bid per square foot of “**Asphalt Paving**” shall include all labor, materials, tools, equipment, and incidentals for providing asphalt paving and base rock as shown in the plans and as specified. This price includes sawcutting, spoils removal and disposal, base rock, asphaltic emulsion, asphalt paving, compaction and surfacing, restoration of pavement markings, and all incidentals.

Bid Item 12: The contract bid price per unit of “**Sidewalk, Curb, and Gutter Replacement**” shall include all labor, materials, tools, equipment, and incidentals for providing up to 10 running feet of new concrete sidewalk, curb and gutter as shown in the plans and as specified. This price includes sawcutting, spoils removal and disposal, base rock, doweling, reinforcement, compaction, forms, Portland cement concrete, placement, finishing, curing, and all incidentals, regardless of the sidewalk width.

Bid Item 13: The contract bid price per square foot of “**Additional Sidewalk Replacement**” shall include all labor, incidentals, materials, tools, equipment, and incidentals for providing replacement concrete sidewalk outside of the public right of way as shown in the plans and as specified. This price includes sawcutting, spoils removal and disposal, base rock, doweling, reinforcement, compaction, forms, Portland cement concrete, placement, finishing, curing and all incidentals.

Bid Item 14: The contract lump sum price bid for “**Construct New 20-foot Gate**” shall include full compensation for furnishing all labor, materials, tools, equipment, and

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incidentals to install a new two-section chain link gate between the new or future 20-foot sewer easement and the PG&E right of way as shown in the drawings and as specified.

This price shall include demolition and removal of existing fence, gate posts, concrete footings, fence bracing, new gate frame and removable center post, chain link fencing, and all incidentals.

Payment for removal and replacement of existing fences and gates to accommodate construction elsewhere in the project area will be considered as surface restoration, and no additional compensation will be made therefor.

- END OF SECTION-

SECTION 6 -- CONTROL OF MATERIALS

Section 6-1.01, "Source of Supply and Quality of Materials", of the standard specifications is deleted and replaced by the following:

6-1.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

- 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 ten (10) calendar 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 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 ten (10) calendar 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. Media Shop Drawings
 2. Media Test Reports
 3. Start-Up and Testing Plans
- 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 one (1) copy. 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 one (1) copy. Excise or cross out non-applicable information and clearly mark applicable information with citations to and terminology consistent with plans and specifications.
 - Samples: Submit one (1) 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 1 sample labeled with reference to applicable Contract Documents.
 - 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 "Approved", "Approved as Noted", "Approved as an Equal", "Approved as an Alternate", or "Rejected" 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 (NOT USED)

REINFORCING STEEL (NOT USED)

6-1.02 CITY FURNISHED MATERIALS

Section 6-1.05, "Trade Names and Alternatives", of the standard specifications is deleted and replaced by the following:

6-1.05 TRADE NAMES AND ALTERNATIVES

• 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."

6-1.02 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.

6-1.04 PLACING ORDERS

- The Contractor shall place the order (s) for all supplies, materials and equipment for any and all traffic signal facilities within 10 working days after Contractor's receipt of a *Notice to Proceed* or receipt of an accepted submittal when a submittal is required in accordance with these special provision. As soon as practicable, the Contractor shall furnish the Engineer with a statement from the vendor(s) that the order(s) for said supplies, materials, and equipment has been received and accepted by said vendor(s) and the vendors estimated delivery date.

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, 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.

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SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY

7-1 LEGAL RELATIONS

The following modifications, deletions, additions, or other changes shall be made to the indicated articles, paragraphs, and subparagraphs of Section 7 of the Standard Specifications.

7-1.01 Laws to be Observed

The original provisions of Section 7-1.01, as referenced herein, shall be deleted and the following substituted therefore:

- *The Contractor shall keep itself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials used in the Work, or which in any way affect the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He or she shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Work; and shall indemnify the City and all officers and employees thereof connected with the Work, including but not limited to the Director of Public Works and the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing."*

7-1.01A Labor Code Requirements

The original provisions of Section 7-1.01A et. seq., shall be deleted and the following substituted therefore:

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

7-1.01A(1) Hours of Labor

- *The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the City, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any sub-contractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such work receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.*

7-1.01A(2) Prevailing Wage

The original provisions of Section 7-1.01A(2) shall be modified to read:

- *As required by Section 1770 et seq. of the California Labor Code, the Contractor*

shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site. The Contractor shall forfeit to the City, as a penalty, the amount of \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him.

7-1.01A(2)(a) Travel and Subsistence Payments

The original provisions of Section 7-1.01A(2)(a) shall be modified to read:

- *As required by Section 1773.8 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Article. To establish such travel and subsistence payments, the representative of any craft, classification or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.*

7-1.01A(4) Labor Non-Discrimination

The original provisions of Section 7-1.01A(4) shall be modified to read:

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

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

- *All references to in Section 7-1.01A(4) to Chapter 5 of Division 4 of Title 2 of California Code of Regulations is hereby deleted.*

7-1.01A(5) Apprentices

The original provisions of Section 7-1.01A(5) shall be modified to read:

- *The Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works projects.*

7-1.01E Trench Safety

The original provisions of Section 7-1.01E shall be modified to read:

- *As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 1.5 meters (5 feet) or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City, the Engineer, or any of their officers, agents, representatives, or employees.*

7-1.09 Public Safety

The following paragraph shall be inserted at the end of Section 7-1.09, "Public Safety" of the Standard Specifications:

- *Notwithstanding the Contractor's primary responsibility for safety on the job site when the Contractor is not present, the Engineer at his option after attempting to contact the Contractor, may direct City forces to perform any functions he may deem necessary to ensure public safety at or in the vicinity of the job site. If such procedure is implemented, the Contractor shall bear all expenses incurred by the City.*

7-1.11 Preservation of Property

- Attention is directed to Section 7-1.11, "Preservation of Property," Section 7-1.12, "Responsibility for Damage," and to Section 8-1.10, "Utility and Non-Highway Facilities" of the Standard Specifications. In accordance with the Standard Specifications, the Contractor shall exercise due care to avoid injury to existing highway improvements or facilities, utilities, and non-highway facilities.

7-1.13 Disposal of Material Outside of the Highway Right-of-Way

Attention is directed to Section 7-1.13, "Disposal of Material Outside of the Highway Right-of-Way," Standard Specifications. The first paragraph of Section 7-1.13 is amended to read as follows:

- *The Contractor shall make arrangements for disposing of the materials outside of the right-of-way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside of the right-of-way, the Contractor shall furnish to the Engineer satisfactory evidence that*

the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

7-1.17 Acceptance of Contract

The provisions of Section 7-1.17 "Acceptance of Contract" of the Standard Specifications shall be amended to read as follows:

- *When the Engineer has made the final inspection as provided in Section 5-1.13, "Final Inspection", and determines that the contract work has been completed in all respects in accordance with the plans and specifications, the Engineer will recommend that the City Council formally accept the contract, and immediately upon and after the acceptance by City Council, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon; and the Contractor shall be relieved of the responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City Council.*

The following additional Paragraphs 7-1.23 through 7-1.38, inclusive, shall be inserted at the end of Chapter 7 of the Standard Specifications:

7-1.23 Permits and Licenses

- Attention is directed to Section 5-1.21, "Permits and Licenses" of these special provisions. Contractor shall be responsible to verify any further permit requirements that may exist for portions of the work. By the act of submitting a proposal for the work included in this contract, the Contractor shall be deemed to have made such verification.
- The Contractor shall be responsible for obtaining all required permits and licenses and paying all required fees. Contractor's bid shall reflect all permit requirements and fees.
- Attention is directed to Section 7-1.06 of the Standard Specifications and the provisions thereof. Cal/OSHA requirements and the provisions of the "Permit to Excavate" obtained by the Contractor from the State Division of Industrial Safety shall be complied with.

7-1.27 Equipment Moving

- When moving from one construction location to another, a pilot vehicle shall lead all construction equipment. Flashing lights, flags and warning signs shall be used as necessary to ensure public safety. All costs for equipment moving shall be considered as included in the various prices for the items in the Bid Schedule and no additional payment will be made therefore.

7-1.28 Damage to Work Resulting from Certain Acts of God

- As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5

percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the City. The Contractor shall obtain insurance to indemnify the City for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves."

7-1.29 Notice of Completion

- In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the Work by the City Council, the Engineer will file, in the County Records Office, a Notice of Completion of the Work.

7-1.30 Unpaid Claims

- If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the City a Stop Notice as provided in Sections 3179 through 3210 of the Civil Code of the State of California, the City shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the Engineer shall, in its discretion, permit the Contractor to file with the City the bond referred to in Section 3196 of the Civil Code of the State of California, said moneys shall not thereafter be withheld on account of such Stop Notice.

7-1.31 Retainage from Monthly Payments

- Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the City between the escrow agent and the City which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the City of a Notice of Completion. Securities eligible for investment under Public Contract Code Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit."

7-1.32 Removal, Relocation, or Protection of Existing Utilities

- In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the site of any construction project that is a subject of the contract, if such

utilities are not identified by the public agency in the plans and specifications made apart of the invitation for bids. The agency will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

- The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.
- Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter boxes, cleanouts, and junction boxes and other like facilities, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.
- If the Contractor while performing the contract discovery Utility facilities not identified by the public agency in the contract plans or specifications, he or she shall immediately notify the public agency and utility in writing.
- The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

7-1.33 Contracts for Trenches or Excavations; Notice on Discovery of Hazardous Waste or Other Unusual Conditions; Investigations; Change Orders; Effect on Contract

- As required under Section 7104 of the Public Contracts Code, in any public works contract of a local public entity which involves the digging trenches or other excavations that extend deeper than 1.2 meters (4 feet) below the surface shall be subject to following conditions: The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity in writing, of any:
 - (1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract."

7-1.34 Claims

7-1.34.1 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 a 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 15 calendar days of the event or occurrence giving rise to the claim. Notifications required in accordance with this part shall 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.

- (c) Any claim shall be submitted with a signed "Certification of Claim" form. A sample form is included in Appendix "C". If the contractor is a corporation, the certification shall be signed by an officer of the corporation; if the contractor is a partnership, the form shall be signed by the managing partner; if the contractor is an individual, the form shall be signed by the individual licensed by the Contractors' State License Board.
- (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 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 is 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 45 days if the amount of the claim is less than \$50,000, or within 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 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 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 15 days after the deadline for the City to respond or within 15 days of the City response whichever occurs first. The City shall schedule the meet and confer conference within 30 days of the request.
- (9) The City response to Contractor in accordance with this section shall given by either of the following methods:
 - (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.

7-1.34.2 Tort Claims

A. Indemnification

- (1) The Contractor shall protect, hold free and harmless, and indemnify the City of Pittsburg (including the 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, City or County against its active negligence, willful misconduct or sole negligence performed under a construction contract as defined in California Civil Code §2782.

7-1.35 The Contractor, An Independent Contractor

- It is understood and agreed that the Contractor is and at all times shall be, an independent Contractor and nothing contained herein shall be construed as making the Contractor, or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City.

7-1.36 Non-Storm Water and Point Discharges, Erosion and Sediment Control

- A *Storm Water Pollution Prevention Plan* (SWPPP) is not required for the project.

7-1.37 Cleanup

- During performance and upon completion of work on this project, the Contractor shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris from the project site. Excess or unsuitable material, trash, rubbish and debris shall be properly disposed of in accordance with the requirements of the Standard Specifications and these Special Provisions. The Contractor shall leave all areas of project in a neat, clean and acceptable condition as approved by the Engineer. The cost for this work shall be included in the prices for all bid items in the Bid Schedule and no additional payment will be made therefore.

7-1.38 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 be responsible for stabilizing the disturbed soil during construction. The method which it will use must be approved by the Engineer.

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.

The Contractor shall have a commercial standard street vacuum/sweeper operational and in operation during grinding, milling, base failure repairs, and paving. The street vacuum/sweeper shall be able to pick up sand, gravel, dust, and debris, and other things, shall minimize dust generation, and shall also be available during the day and shall sweep as outlined below and as directed by the Engineer.

If the Contractor is performing work that generates dust and debris then during the day (including weekends and holidays) the sweeper shall sweep the project area (full length, width, and all lanes) twice a day sometime between 8:00 a.m. and 11:00 a.m. and also between 2:00 p.m. and 5:00 p.m. Hardscape surfaces (including pavers, sidewalks, and areas inaccessible by a mechanical sweeper) shall have dirt, dust, and debris removed by hand sweeping. If the Contractor fails to fulfill the responsibilities of this section the City will perform or contract with others to perform the work and all costs incurred to the City shall be withheld from future payments to the Contractor.

Payment for Dust Control shall be included in the prices paid for the various items of work unless otherwise specified and shall be considered as full compensation for all labor, materials, tools, equipment and incidentals and for doing the work of Dust Control and no additional compensation shall be made therefor.

7-2 BONDS AND INSURANCE

7-2.01 Insurance Amounts

• The limits of liability for insurance as required by Article 7-1.12 of the Standard Specifications and shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Insurance Requirements for Contractors: The Contractor shall procure and maintain for the duration of this Contract:
 - a. Insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

2. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 - a. Insurance Services Office General Liability coverage (occurrence form CG 0001).
 - b. Insurance Service Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto); and
 - c. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance.
3. Minimum Limits of Insurance: Contractor shall maintain no less than:
 - a. General Liability: \$2,000,000 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.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers' Compensation and Employers' Liability: \$2,000,000 per accident for bodily injury or disease.
4. 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.

5. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
6. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
7. 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 effecting the coverage required by these specifications at any time.

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

- END OF SECTION -

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SECTION 8. CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

8-05

8-05.1 General

- Traffic control devices shall conform to the latest editions of the “Manual on Uniform Traffic Control Devices” (MUTCD) issued by the U.S. Department of Transportation / Federal Highway Administration (FHWA) and the “California Supplement to the Manual of Uniform Traffic Control Devices” issued by the State of California Department of Transportation (Caltrans).

- When requirements of the above publications conflict, the requirements of the Caltrans manual shall prevail over the FHWA Manual. 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.

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. Retro reflectorizing shall be provided by wide white bands that conform to the requirements of 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 Manual on Uniform Traffic Control Devices.
- 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 will be required for all lane closures on main city streets.
- Flashing arrow signs shall conform to the requirements set forth in Sect12-3.03, "Flashing Arrow Signs" of the State Standard Specifications.

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 MUTCD. Such signs shall be permitted for short-term operations. All signs shall conform to the provisions of the 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 State Standard Specifications.

- 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; public vehicular and pedestrian traffic control; construction traffic control and all work necessary within the limits of the project to provide for proper traffic control.

- 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:

B. State of California, Department of Transportation, California Supplement to Manual on Uniform Traffic Control Devices

C. State of California, Department of Transportation, Standard Specifications

D. 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 ten (10) 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 ten (10) 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 and on paper of a reasonable and convenient size for handling.
 - D. The plan shall include notifications to other agencies and to the public including but not necessarily limited to:
 - 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
 - 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 ten (10) 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.
- Construction area signs shall be furnished, installed, maintained and removed in accordance with the provisions in Section 12-3.06A, "Construction Area Signs", of the State Standard Specifications and these special provisions.
 - 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.

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 12-3.08, "Temporary Railing (Type K)" 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 edge 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.

Full compensation for conforming to the requirements in this section "Public Safety", including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

8-05.8 Traffic Control

The Contractor shall schedule, stage and conduct all construction operations with regard to public convenience and in a manner to provide for the safe and expeditious movement of traffic.

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. Please see the Temporary Traffic Control Plan (TTCP) checklist for time of

operation for the following streets: W. Leland Road, Railroad Avenue, Pittsburg Antioch Highway and Loveridge Road.

The Contractor's operations shall be so scheduled that the traffic control 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 on W. Leland Road, Railroad Avenue, Pittsburg Antioch Highway and Loveridge Road (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.

Lane closures shall not be permitted on Saturday, Sunday or legal holidays except by the express written permission of the Engineer.

Driveway closures, if any, shall require a notice to owner/tenants 72 hours prior to the closure and shall only be scheduled by prior arrangement with the owners/tenants.

Flashing Arrow Signs (FAS) shall be utilized in all lane closure operations on W. Leland Road, Pittsburg Antioch Highway and Loveridge Road.

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.

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 Section 5-05 of the Manual of Traffic Controls for Construction and Maintenance Work Zones except that the spacing between temporary markings shall be reduced to approximately 16 feet.

The contract lump sum price for traffic control shall be considered full compensation

for furnishing all labor, materials, equipment, tools and incidentals for furnishing, installing and removing construction area signs and for performing all operations required to accomplish and complete the traffic control and no additional compensation will be allowed therefor.

8-05.9 Traffic Control for Traffic Striping

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled with lane closures, as provided for under "Traffic Control System For Lane Closure" of these special provisions, or by use of an alternate traffic control plan proposed by the Contractor. 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 84-1.03B, "Protection from Damage," of the Standard Specifications.

Full compensation for providing traffic control for applying traffic stripes and pavement markers with bituminous adhesive shall be considered as included in the contract lump sum price paid for traffic control and no separate payment will be made therefor.

SECTION 9. DESCRIPTION OF WORK

The work of this Contract consists in general of the construction of a new 8-inch water main to connect an existing 8-inch water main in Bodega Drive to an existing 8-inch water main in a City utility easement approximately 190 feet away. The work includes flow control, pavement saw cutting, excavation, shoring, removal and disposal of existing asbestos cement water pipe and fittings, new PVC water pipe, valves, fittings, air valve assembly, pipe bedding, trench backfilling, asphalt and concrete paving, surface restoration, incidentals as shown on the plans and/or described in the Specifications and all other work necessary for a complete project in accordance with the Plans and Specifications.

See Division I - General Requirements, Section 01010 for a detailed description of work.

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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 in the Contract Documents. These reference lines and points shall be used for layout of all work.

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 Section 01014 of the General Requirements of 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 10 working days of receipt of a *Notice to Proceed*, the 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 (NOT USED)

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

- Attention is directed to Section 7-1.14, "Cooperation," of the Standard Specifications and these special provisions.
- The Contractor will be required to coordinate the work of this Contract with work to be accomplished by other forces. Work by other forces may include:

10-1.06 MOBILIZATION

Section 11-1.01 of the Standard Specification is amended as follows:

- *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 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 4-1.02, "Final Cleaning Up," 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.*

The first and second paragraphs of Section 11-1.02 of the Standard Specification shall be deleted and replaced by the following:

- *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 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 provided 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 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.

10-1.10 CLEARING AND GRUBBING

- Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing" of the Standard Specifications and these special provisions.
- Vegetation, including trees, 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 4-1.02, "Final Cleaning Up," of the Standard Specifications.

- Full compensation for clearing and grubbing including, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing as shown on the plans, and as specified in the specifications and these special provisions, and as directed by the Engineer, including the removal and disposal of all the resulting material, shall be considered as included in the price bid for the various items of work unless otherwise specified and no separate payment shall be made therefore.

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SECTION 11. TECHNICAL PROVISIONS

The technical provisions that follow this section amend and modify the general construction details provided in Section 10. These technical provisions consist of the following sections:

1. Section 02202 – Trenching and Backfilling
2. Section 02350 – Sheet piling, Shoring, and Bracing
3. Section 02770 – Water Lines

END OF SECTION

SECTION 02202 - TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 Work Included

- A. It is the general intent of these specifications to specify conduct of the work in such manner as to cause the general public a minimum of inconvenience, with no exposure to unsafe conditions during construction, and to provide a trench that will properly support and protect the pipe and have no settlement on improved streets and only minor settlement in other areas where such settlement will not be noticed. The degree of compaction and type of material will vary in accordance with type of pipe and soil and surface conditions.
- B. Excavation of all earth, regardless of character and subsurface conditions, to the required lines and grade as shown on the plans for the installation of the subsurface pipelines, utilities, conduits, etc.
- C. Shoring designed for general safety, worker protection, and protection of adjacent pavement and property damage.
- D. Control of ground water.
- E. Bedding as specified herein.
- F. Backfill from the required pipe cover depth to subgrade or to ground surface as described herein and as shown in the drawings.
- G. Compaction as shown on the plans and as specified herein.
- H. Restoration of traffic signals, conduits, detector loops and/or pavement markings damaged during construction per the applicable sections.

1.02 Related Sections

- A. Section 02350 – Sheeting, Shoring & Bracing

1.03 Reference Standards

- A. 2018 State of California Department of Transportation Standard Specifications

Reference	Title
Section 26	Aggregate Bases

1.04 Quality Assurance

- A. All work under this section will be subject to the inspection and approval of both the Engineer and an approved geotechnical engineer registered in California. Compaction testing either shall be performed by the geotechnical engineer or by a City-approved independent testing laboratory under the supervision of a California registered geotechnical engineer.
- B. The geotechnical engineer, provided by the City, shall make enough visits to the site to ensure ongoing familiarity with the progress and quality of the work. The geotechnical engineer shall coordinate with the City to determine and perform a sufficient number of field observations and tests to allow the forming of an opinion regarding the adequacy of the site preparation, the acceptability of the native or import fill material, and the extent to which the degree of compaction meets the specification requirements and the project needs.
- C. Any fill where the site preparation, type of material, or compaction is not approved by the geotechnical engineer, shall be removed and/or re-compacted until the requirements are satisfied and approved by said geotechnical engineer. As required, fill material shall be tested for contamination and certified for suitability by the geotechnical engineer.
- D. Services of the geotechnical engineer and/or testing laboratory shall be retained by, and paid for by the City.
- E. The geotechnical engineer shall provide quality assurance reports as required and accepted by the Engineer.

1.05 Permit

- A. For trenches or excavations five feet (5') deep or deeper, the Contractor shall obtain a permit for such excavation from the State Department of Industrial Relations, Division of Safety and Health (DOSH). The Contractor shall submit a copy of the permit to the Engineer prior to initiating any work requiring said permit.

1.06 Engineer's Review

- A. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.
- B. The Engineer will review the submittal of the Contractor's proposed shoring system to verify the general scope of the work, to determine that qualified professional engineering services are used and to determine that appropriate construction techniques are proposed for use. This review shall not, in any way, be construed to

relieve the Contractor from sole responsibility for the design and safety of such shoring.

1.07 Guarantees

- A. The Contractor shall guaranty his work against settlement for the duration of the correction/repair period stated in Section 5 of the Special Provisions. For the purpose of these specifications, settlement will be deemed to have occurred if either of the following conditions exist:
 - 1. On paved streets, a depression of three-eighths of an inch (3/8") below the average of the sides of the uncut portion; or
 - 2. Along shoulder areas and unpaved portions of the rights-of-way, a depression of three-quarters of an inch (3/4") below the average of the sides of the uncut portion.

PART 2 PRODUCTS

2.01 Backfill Requirements – General

- A. Foundation material, pipe bedding material, and trench backfill shall be placed in accordance with the drawings and with this specification.
- B. All soil used as trench backfill shall consist of non-expansive soil with a plasticity index less than or equal to 14, and shall not contain rocks greater than 3 inches in greatest dimension unless otherwise approved by the Engineer.

2.02 Foundation Material

- A. Foundation material shall be provided where directed by the Engineer to provide additional support where existing excavation bottoms are unstable or are disturbed by construction activity. Foundation material shall consist of clean, durable, natural, crushed (angular) rock uniformly graded within the gradation requirements given in the following table:

Sieve Size	Percent Passing by Dry Weight
2"	100
1-1/2"	90-100
3/4"	5-30
3/8"	0-5
200	0-2

- B. Foundation material shall be wrapped in geotextile fabric as shown in the drawings and as described herein.

2.03 Geotextile Fabric

Geotextile fabric shall be a non-woven material consisting of polyester, nylon or polypropylene filaments formed into a stable network. The fabric shall be permeable, not act as a wicking agent, be inert to commonly encountered chemicals, be rot-proof, and resistant to ultraviolet light and conforming to the following physical properties:

Property	Test Value	Test Method
Weight	5.4 oz./square yard (min.)	ASTM D5261
Grab tensile strength	250 lb.(min.)	ASTM D4632
Elongation at break	50% (max.)	ASTM D4632
Puncture strength	155 lb. (min.)	ASTM D4833
Burst strength	500 psi (min.)	ASTM D3786
Apparent opening size	#100 (max.)	ASTM D4751
Permittivity	1.0/second (min.)	ASTM D4491
UV resistance	70% (min.)	ASTM D4355

Geotextile fabric shall be Mirafi 1100N or approved equal.

2.04 Pipe Bedding for Water System Improvements

- A. Pipe bedding for water system improvements shall be clean graded, imported sand with a minimum 95% dry-in-place density, as determined by ASTM D-1557. Sand shall be tested and must have a pH equal to or greater than 4.5 and less than 9, and a resistivity of less than 5,000 ohm-centimeters. The sand shall conform to the following grading when tested in accordance with ASTM C 136, "Method for Sieve Analysis of Fine and Course Aggregates":

Sieve Size	Percent Passing by Dry Weight
1/2"	100
#4	75-100
#50	0-70
#100	0-30
#200	0-15

2.05 Trench Backfill

- A. Trench backfill shall be ¾-inch maximum Class 2 Aggregate Base conforming to the Caltrans Standard Specifications, Section 26.
- B. The upper 3 feet of trench backfill in unpaved areas shall be stockpiled native topsoil or similar imported soil, free of organic materials and objects larger than 3 inches, and subject to the approval of the Engineer.

PART 3 EXECUTION

3.01 General

- A. Unless otherwise indicated on the plans or in the special conditions, excavation shall be by open cut. Trenching machines may be used, except where their use will result in damage to existing facilities.
- B. All pipe materials and accessories shall be on site prior to excavation. Excavations in public streets shall be coordinated so as to minimize traffic interference. Paved areas shall be removed ahead of trenching operations, and shall be sawcut or trimmed to a neat edge. Any pavement damaged outside of the intended removal shall be saw cut and restored prior to final paving.
- C. Unless otherwise specifically approved by the Engineer, the length of open trench shall not exceed one hundred feet (100') ahead of pipe laying, and no more than twenty five feet (25') of excavated trench shall remain un-backfilled at the end of any work day. The remainder of the trench shall be backfilled, initially compacted, and opened to traffic. All open trenches and excavations shall be steel plated with non-skid steel plates or backfilled and paved with temporary asphalt concrete at the end of each work day. All operations shall be carried out in an orderly fashion. Traffic through the work area shall not be impeded or obstructed at any time except as allowed under these contract requirements.
- D. Trenches shall be excavated below the barrel of the pipe and the bottom re-filled with material of the type specified. See plans for details of trench construction.
- E. Excavation shall be supported as set forth in the rules, orders, and regulations of the California Department of Industrial Relations, Division of Industrial Accidents. All shoring, sheeting, and bracing shall conform to the requirements of the State or local agents having jurisdiction over such matters. Shoring, sheeting, and bracing shall be removed in a manner that will protect the workers and prevent caving of adjacent soil and damage to the pipe, excavation, backfill, adjacent utilities and associated backfill, or adjacent property. No sheeting shall be withdrawn from below the top of the pipe until after completion of backfill to that level.

- F. Trenches must be kept free from water while the pipe is being installed, concrete or CLSM is setting, and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage.
- G. Foundation material, wrapped with geotextile fabric, is required where the excavation bottom is unstable.
- H. The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. All material suitable for use as backfill shall be piled in an orderly manner at a sufficient distance from the edge of the trench to avoid overloading and to prevent sliding into the trench. The Contractor shall do such grading or work as is necessary to prevent surface water from entering the excavation. Storage of equipment or material on street right of way shall not be allowed after normal working hours.
- I. Shoring shall be removed only during backfill operations, and shall be done without moving the surrounding ground, piping or structure. Shoring can be left in place with the approval of the Engineer. Un-backfilled portions of trench shall be shored and covered each evening with steel trench plates, properly shimmed, steel spiked and ramped with temporary asphalt (cutback), and with traffic control signs and devices installed in accordance with the current edition of the State Department of Transportation "Manual of Uniform Traffic Control Devices".
- J. The Contractor shall obtain compaction and install base and temporary paving promptly. Contractor shall provide vehicular access to all homes and businesses each evening and all streets shall be kept clean and free of dust, mud or debris by providing daily clean up as necessary.
- K. No backfilling shall be done until the installation to be covered has been inspected and approved for covering. Compaction of backfill shall proceed immediately after backfilling.
- L. The Contractor shall immediately notify the Engineer upon encountering underground water. It shall be drained to the nearest point where flow can be acceptably relieved; using gravel encased perforated metal pipe.
- M. Final paving over excavated area shall be in accordance with Section 10.

3.02 Lawns and Cultivated Areas

- A. Where trench crosses lawns, the sod shall be removed by cutting, stored and kept moist and replaced to its initial condition. Where trench crosses cultivated areas, the topsoil shall be replaced and the area shall be replanted or cultivated into the same condition as existed prior to excavation.
- B. Due care shall be exercised to avoid injury to existing trees, shrubs and other plants that are not to be removed.

3.03 Width of Trench

- A. Except where otherwise specifically permitted, sides of trenches shall be vertical, shored as required, and shall be of uniform width from top to bottom. Trenches shall be of a width as shown on the detail sheets in the plans or applicable referenced standards.
- B. Whenever the maximum allowable trench width is exceeded for any reason, the Contractor shall concrete embed or otherwise cradle the pipe in a manner satisfactory to the Engineer.

3.04 Paving Removal

- A. Asphalt concrete shall be cut with a suitable tool, preferably a sawcutter, before excavation. Cutting with a jackhammer or a suitable grader-mounted wheel will be allowed provided that a neat orderly result is accomplished. Breaking of concrete or asphalt with excavation equipment will not be permitted.
- B. After trench backfill and compaction, existing paving shall be saw cut vertically, with a neat, square edge just prior to final paving to a point forty-eight inches (48") or more wider than each side of the trench line. Edges of all asphalt concrete on streets and roadways shall be saw-cut at least six inches (6") deep or to the depth of the existing asphalt concrete pavement, whichever is lesser, with a concrete saw. Saw cuts shall be parallel or perpendicular to centerline of the trench.
- C. Existing aggregate base material between the trench and the paving sawcut shall be compacted to 95% relative compaction before placement of new asphalt.
- D. Excess paving shall be disposed of and shall not be used as backfill material.
- E. All silt, and water used in the saw cutting operation, shall be removed through the use of a vacuum machine and properly disposed of offsite. All catch basins downstream from the saw cutting operation shall be covered to prevent sediment from entering.

3.05 Water Control

- A. The Contractor shall be solely responsible for dewatering trenches and excavations, and subsequent control of ground water per Project geotechnical report.
- B. Contractor shall provide and maintain such pumps or other equipment as may be necessary to control ground water and seepage, to the satisfaction of the Engineer and in compliance with the requirements of the geotechnical report. All pumped water must be treated for sediment removal prior to discharge to City storm drains. Seepage coming from any sewer line shall be disposed of into the sanitary system.

3.06 Backfill and Compaction

- A. Pipe bedding material shall be carefully packed under the haunches of the pipe and brought up simultaneously on both sides, to obviate any displacement of the pipe from its true alignment. The pipe bedding material shall be compacted in layers no more than eight inches (8") in thickness, in a manner that will preclude moving or damaging the pipe, to not less than ninety five percent (95%) of maximum dry density as determined by the procedure set forth in ASTM D 1557, "Test Methods For Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using Ten Pound Rammer and Eighteen Inch Drop."
- B. Water Jetting for compaction of backfill materials shall not be permitted.
- C. Trench backfill shall be placed in loose lifts not exceeding twelve inches (12") in thickness before compaction, and compacted by the use of pneumatic tampers or other mechanical means approved by the geotechnical engineer. Each layer shall be watered or dried, as required, to bring the soils as close as practical to the optimum moisture content for proper compaction. Compaction equipment or methods that produce horizontal or vertical earth pressures, which may cause excessive displacement or may damage the pipeline, will not be permitted. Lifts of backfill material shall be compacted to not less than ninety percent (90%), compaction as determined by the procedure set forth in ASTM D 1557. Trench backfill shall be compacted to no less than 95% compaction within 30 inches of the bottom of any paved surface.

3.07 Base, Paving, and Testing

- A. The Contractor shall compact material as work progresses, and base and temporary paving shall be installed the same day as excavated. Contractor shall test pipe within five (5) working days of installation and shall install permanent paving within ten (10) working days of initial excavation.

3.08 Testing

- A. The City shall make all tests when advised by the Contractor that, in the Contractor's opinion, sufficient densities have been achieved. If the first tests in any area fail, the Contractor shall pay for any further testing in that area until specified densities are obtained. Engineer shall determine the number and location of tests required.
- B. Contractor shall furnish a backhoe and operator and laborer upon request, at no cost to the City to assist in testing.

3.09 Traffic Signal Facilities, Detector Loops, and Pavement Markings

- A. Existing signal facilities, detector loops, and pavement markings not otherwise called out for replacement as part of this work shall be protected. Any damage shall be replaced or restored at the Contractor's expense in accordance with the specifications and as approved by the Engineer.

END OF SECTION

SECTION 02350 - SHEETING, SHORING, AND BRACING

PART 1 GENERAL

1.01 Scope

- A. This Section provides specifications for sheeting, shoring, bracing, or other excavation supports.
- B. Shoring designed for general safety, worker protection, and protection of adjacent property from the hazards of caving ground shall be as required for:
 - 1. Trench excavations
 - 2. Trenchless pipeline construction pit excavations
 - 3. Structural excavations
 - 4. Excavations near steep slopes

1.02 References

- A. This Section references the following documents. They are part of this Section as specified and modified. In case of conflict between the requirements of this Section and those of the listed documents, the most stringent requirement shall prevail.

<u>Reference</u>	<u>Title</u>
OSHA	Occupation Safety and Health Act, US Department of Health
CAL/OSHA	State of California Construction Safety Orders – California State Labor Code

1.03 Related Sections

- A. Section 02202 – Trenching and Backfilling

1.04 Quality Assurance

- A. Design Requirements:
 - 1. Protection and Trench Safety: Pursuant to Section 6705 of the State Labor Code, all open excavations greater than five (5) feet in depth shall be constructed with bracing, sheeting, shoring, or other equivalent method designed for the protection of life and limb. The trench excavation and support system shall comply in all respects with the requirements of Article 6, of the Construction Safety Orders of the Division of Industrial

Safety. The Contractor's attention is directed to the provisions of Subarticle 1540 (4), Article 6 of the California Construction Safety Orders for alternative shoring and sloping system. It shall be the Contractor's responsibility to provide the additional strength required to support the sides of the excavation against loads that may exceed those employed to derive the criteria set forth in the Industrial Safety Orders. The Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil engineer. Plans must be accepted by the Engineer.

2. It shall be understood that the above stipulated requirements are to be considered to be the minimum to be provided. The Contractor shall be solely responsible for any and all liabilities which may arise from the Contractor's failure to provide adequate shoring, bracing, or sheeting as necessary to support the excavation under any or all of the conditions of loading which may exist, or which may arise during the construction of the project.
3. Excavation for Structures: All excavations shall be properly shored, sheeted and braced or cut back to the proper slope to furnish safe working conditions, to prevent shifting of material, to prevent damage to structures or other work, and to avoid delay to the work, all in accordance with applicable safety and health regulations. Before starting excavation for structures, the Contractor shall submit for record purposes complete design calculations and working drawings of proposed sheeting and bracing arrangements which have been prepared, signed, and sealed by a registered civil engineer. Bracing shall be arranged so as not to place any strain on portions of completed work until the general construction has proceeded far enough to provide ample strength. If the Engineer is of the opinion that, at any point, the sheeting or supports are inadequate or unsuited for the purpose, the Engineer may order the Contractor to resubmit design calculations and working drawings for that point, taking into consideration the observed field conditions. If the new calculations show the need for additional sheeting and bracing, the Contractor shall immediately install it. The sole responsibility for the design, methods of installation, and adequacy of the sheeting and supports shall be and shall remain that of the Contractor. The working drawings for shoring, sheeting and bracing will not be checked by the Engineer.
4. Sequencing: The Contractor shall not start excavation until the trench support drawing has been returned to the Contractor. When the construction sequence of structures requires the transfer of bracing to the

completed portions of any structure, the Contractor shall secure the written acceptance of the Engineer prior to the installation of such bracing.

B. Submittals:

1. Trench Support Drawings: In accordance with the requirements of Section 6705 of the Labor Code of the State of California, the Contractor shall submit detailed drawings to the Engineer before excavation, showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. The design shall be signed by a registered civil engineer. The drawings will not be checked by the Engineer. Such plan shall be submitted at least ten (10) working days before the Contractor intends to begin trenching or to perform excavation work.
2. Certification: The minimum required protection will be that described in the Construction Safety Orders of the Division of Industrial Safety. If the Contractor presents excavation plans that vary from the shoring system standards established by the Construction Safety Orders, the Plans shall be prepared and stamped by a registered civil engineer. Nothing herein shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.
3. The shoring submittal should contain alternative contingent systems and the contractor should be prepared to implement these alternative systems should the initial system not achieve the following performance requirements:
 - a. Protects personnel that enter the excavation.
 - b. Complies with all governing regulations pertaining to excavation safety including the most current edition of Cal/OSHA Construction Safety Orders, Article 6.
 - c. Is compatible with the subsurface soil, and groundwater conditions as mapped and described within geologic literature describing the area, as summarized herein and as specifically encountered in the project borings.
 - d. Complies with the recommendations of the Geotechnical Report.
 - e. Protect the existing utilities, pipelines, pavements, and structures, including maintaining the design function of existing thrust blocks associated with adjacent existing pipelines

- f. Excavation and installation of the shoring system must occur in a manner and sequence that does not damage existing utilities, pipelines, pavement and structures through settlement, heave, or vibrations.
- g. Prevent raveling, running, swelling or lateral movement of excavation walls and associated loss of adjacent ground and adjacent ground surface settlement, even when subjected to construction vibrations.
- h. Provide stable excavation walls and bottom (e.g., prevent bottom disturbance.) As permitted by the specifications, allow for removal or abandonment of shoring in a manner and sequence that 1) is in step with the backfilling sequence so that shoring is not removed ahead of backfilling, 2) does not cause disturbance of compacted pipe bedding and pipe embedment material, and 3) does not damage the finished pipeline or existing structures, pavements, and utilities including through settlement, heave, or vibrations. The contractor should address removal and abandonment of the shoring system proposed in the shoring submittal. Any void space created by shoring removal should be completely filled with CLSM or approved equivalent.
- i. Resist lateral earth pressures including those from hydrostatic pressures, and lateral loads from vehicular, construction equipment and spoils, and nearby existing structures.
- j. Allow construction of thrust blocks or reaction walls at the trenchless pits adequate to resist anticipated jacking forces with appropriate safety factors.
- k. Allow for installation and removal of construction equipment and project materials.
- l. Allow entry and exit of trenchless equipment and pipeline materials.

1.05 Permit

- A. For trenches or excavations five feet (5') deep or deeper, the Contractor shall obtain a permit for such excavation from the State Department of Industrial Relations, Division of Safety and Health (DOSHS). The Contractor shall submit a copy of the permit to the Engineer prior to initiating any work requiring said permit.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 Installation

- A. The Contractor shall furnish and install all shoring, sheeting, and bracing required to support adjacent earth banks and structures for the protection and safety of all personnel working in the trench.
- B. The design, planning, installation and removal of all lagging, sheeting, shoring, sheet piling, and bracing shall be accomplished in such a manner as to maintain the undisturbed state of the soils and structures adjacent to the trench and at and below the excavation bottom.
- C. The use of horizontal strutting below the barrel of a pipe or the use of a pipe as a support will not be permitted.

3.02 Removal

- A. Sheet piling and timbers in trench excavations shall be withdrawn in a manner so as to prevent subsequent settlement of the pipe or additional backfill loadings that might overload the pipe. Trench sheeting below the top of the pipe shall be left in place.
- B. Remove shoring, sheeting, and bracing in a manner that will protect the workers and prevent caving of banks and damage to the pipe, excavation, backfill, or adjacent property.

END OF SECTION

SECTION 02770 – WATER LINES

PART 1 GENERAL

1.01 SCOPE

This section specifies the materials and methods for the construction and abandonment of water mains and water service lines.

1.02 RELATED SPECIFICATIONS

A. City of Pittsburg (City) Standard Details

1.04 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. The following references are part of this Specification. In case of conflict between the requirements of this Specification and those of the listed documents, the requirements of this Specification shall prevail. The latest edition of the following references shall be used:

Reference	Title
APWA 201	American Public Works Administration, “Standard Specifications for Public Works Construction” (Greenbook), Concrete, Mortar and Related Materials.
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In. Through 12 In. (100 mm Through 300 mm), for Water Transmission and Distribution
AWWA C905	Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In. Through 48 In. (350 mm Through 1,200 mm), for Water Transmission and Distribution
AWWA C110	Ductile-Iron and Gray-Iron Fittings
AWWA C116	Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings

1.05 CONTRACTOR SUBMITTALS

The Contractor shall submit product information (shop drawings) and other information for construction of waterlines. At a minimum, the Contractor shall submit the following for waterlines:

- A. Sheeting, shoring and bracing plans for trench and pit excavations. Plans shall consider all soil, equipment and surcharge loads. Sheeting shoring and bracing efforts shall provide subjacent lateral support for nearby buildings, walls and other such structures. Sheeting shoring and bracing plans shall be sealed by a registered Civil or Structural Engineer licensed to practice in California.
- B. Product information for pipe foundation, pipe bedding and imported trench backfill materials.
- C. Geotextile fabric.
- D. Water main and water service pipe, fittings, valves, and other appurtenances.
- E. Cathodic protection anodes, connectors and testing stations.
- F. Thrust block details including calculations for non-standard thrust restraint measures.
- G. Devices for provision of integral thrust restraint.
- H. Temporary flow control and service devices and layout.
- I. Pipe testing procedures and apparatus.
- J. Pipe flushing and disinfection procedures, materials and apparatus.
- K. Paving materials, including base rock, tack coat/prime coat, asphalt, pavement marking paint, and pavement markers.
- L. Preconstruction site documentation.
- M. Polyethylene pipe encasement.
- N. Locator wire and warning tape.

PART 2 PRODUCTS

2.01 WATER MAIN AND LARGE WATER SERVICE PIPE AND FITTINGS

- A. All pipe shall be classed for 150 psi working pressure, unless otherwise specified or shown on the drawings. All pipes, valves, hydrants, fittings, and other appurtenances shall be new and unused.
- B. Pipe for water main and for services 6 inches thru 12 inches in size shall be AWWA Standard C900 Polyvinyl Chloride (PVC) pipe for Municipal Water Systems.
- B. Pipe for water main and for services larger than 12 inches in size shall be AWWA Standard C115, Class 3 Ductile Iron Pipe with mortar lining conforming to AWWA C104.
- C. Fittings for PVC pipe shall be fabricated in accordance with AWWA Standard C900.
- D. Fittings for ductile iron pipe shall be ductile iron fittings conforming to AWWA Standard C110. All fittings shall be lined and coated with fusion-bonded epoxy in accordance with AWWA C116.
- E. Ferrous pipes, fittings, valves and other appurtenances shall be provided with factory-applied liquid epoxy coatings, 3M Scotchkote 306 or approved equal.
- F. All bolts, nuts and washers shall be Type 316 stainless steel with approved anti-seize compound applied before assembly.
- G. Use of asbestos-bearing pipe is prohibited.

2.02 JOINT RESTRAINTS

- A. All joints in new pipe, fittings and valves shall be fully-restrained to prevent movement under all conditions, and to no less than the test pressure of the piping system.
- B. PVC pipe and fittings shall be fabricated with grip rings inside the pipe bells to prevent pipe joint separation. PVC pipe shall be Eagle Loc, as manufactured by JM Eagle, or approved equal. PVC fittings shall be Spec-Loc, as manufactured by Specified Fittings, Inc., or approved equal.
- C. Provide external joint restraints for joints between dissimilar pipe and fitting materials. External joint restraints shall be manufactured for the specific materials to be joined. External joint restraints shall be as manufactured by EBAA Iron, Inc., or approved equal.

2.03 WATER SERVICE LINES

- A. Water service lines less than 6-inches shall be copper pipe conforming to ASTM B88, Type K, hard or soft temper. Fittings shall be brass, wrought copper, or wrought bronze, with joints as specified or as noted on the plans.

2.04 POLYETHYLENE PIPE ENCASEMENT

- A. All buried iron or steel pipe, fittings (including external joint restraints), and valves shall be provided with polyethylene encasement per AWWA Standard C105.

2.05 VALVES

- A. Valves for lines 10 inches and smaller shall be gate valves, double-faced wedge type with non-rising stems, flanged or bell ends as required, cast iron body with bronze seats, wedges and stems. When valves are open, the area of the opening shall be at least as great as the area of the adjoining pipe. Valves shall open counterclockwise, and have opening nuts of uniform size. Stuffing boxes shall be bolted and constructed so as to permit removal of parts for repairs. Valves shall be equal in material of construction, quality, and performance to AWWA standards, Mueller or approved equal. "O" ring stuffing boxes are required on all gate valves. Extension stems with standard AWWA nuts shall be used to bring the nut to within 12 inches of finish grade.
- B. Valves for lines over 12 inches shall be butterfly valves conforming to AWWA C504, for Class 150B using bronze disc, bronze stem and fittings. Valves shall open counterclockwise with standard AWWA 2-inch nut. Extension stems with standard AWWA nuts shall be used to bring the nut to within 12 inches of finish grade.

2.06 PIPE BEDDING

- A. Bedding material for water lines shall be sand as described in Section 02202, Trenching and Backfilling.

2.07 LOCATING WIRE AND WARNING TAPE

- A. All water mains shall be provided with locating wire as shown and specified in the drawings.
- B. Warning tape shall be placed above the pipe bedding as shown in the drawings. Warning tape shall be 3-inch wide, blue-colored, detectable warning tape marked: "CAUTION WATER LINE BURIED BELOW" as manufactured by Calpico, Inc. or approved equal.

PART 3 EXECUTION

3.01 ABANDONMENT

- A. All water pipelines that are abandoned in place shall be sealed at all open ends. Seals shall be of a permanent nature such as welded end plates or gasketed mechanical plugs or caps, approved by the Engineer. Abandoned water services shall be capped with soldered cap fittings (copper services) or with approved threaded caps (iron pipe services).
- B. Exposed valve boxes and pipe risers (except those on railroad property) shall be removed to a depth of three feet. The resulting void shall be filled with CLSM to pavement subgrade (in paved areas) or to within one foot of the surface (in unpaved areas) and the surface shall be restored to match the surroundings.
- C. Fire hydrants, valve boxes and valves 6-inches and larger shall be salvaged by the Contractor, shall be protected from damage, and shall be delivered to the City's corporation yard.

3.02 WATER MAIN CONSTRUCTION

- A. Water mains shall be constructed in accordance with AWWA Standards C600 (ductile iron pipe) and C605 (PVC pipe).
- B. Bolts, nuts, and other threaded connections shall be carefully tightened in an alternating pattern to avoid deforming the gaskets and fittings. All such connections shall be tightened to the values recommended by the pipe and/or fitting manufacturer using a torque wrench.

3.03 METER INSTALLATION

- A. As a part of water service line installation, Contractor shall install new water meters provided by City. Meters shall be installed in existing meter vaults, as indicated on the plans, or as directed by the Engineer. Contractor shall provide all needed couplings and fittings to complete the connection in accordance with the City of Pittsburg Standard Drawings
- B. Engineer shall witness the installation of each new meter to record the installation address, meter number, meter reading and date of activation. Immediately after installation of the new meter, the Contractor shall isolate and remove the old meter and deliver to the Engineer with the address and date of removal written on a durable tag affixed to the meter.

3.04 HYDROSTATIC TESTING

- A. Upon completion of installation of the pipeline and appurtenances, the pipeline shall be hydrostatically tested in accordance with AWWA Standard C600 or C605, as applicable, and as provided herein.
- B. Prior to beginning hydrostatic testing, the pipeline shall have been filled with water and allowed to stand for a minimum of twenty four (24) hours under a slight pressure.
- C. The contractor shall furnish all required equipment, pumps, gauges, and materials, and shall make all connections and perform the required tests. All pressure pipelines shall be tested and made water-tight to the satisfaction of the Engineer at a test pressure of 150 percent of the working pressure, but in no case less than 50 psi over the class rating of the pipe.
- D. Pipelines, including service lines, shall be hydrostatically tested for a period of at least four (4) hours. In the event that the rate of loss of water or pressure during the test is greater than that allowed, the Contractor shall locate the leak(s) and preform the required repair(s) and retest the pipeline. Regardless of the test results, all detected leaks shall be repaired or, where applicable, replaced with new sections and another test made. During hydrostatic testing, the Contractor shall provide for temporary blocking of the pipeline at tie-in points or as directed by the Engineer in order to prevent movement and stress on adjoining improvements. No hydrostatic test will be allowed against a closed valve connected to the existing system except under specific supervised conditions approved by the Engineer.

3.05 DISINFECTION

- A. Pipe ends shall be capped and sealed at all times to prevent the entry of dirt, vermin and other contaminants. After installation and before placing the pipe into service, the pipe shall be disinfected with chlorine solution or HTH tablets, flushed, sampled, and tested in accordance with AWWA Standard C651. All water used shall be metered using the hydrant meter rented by the Contractor. No water lines shall be placed into service until such tests indicate an absence of coliform organisms. Engineer shall witness the disinfection process.
- B. All disinfection water shall be tested for chlorine residual, and shall be dechlorinated, prior to disposal. Chlorine residual testing shall be performed in accordance with AWWA Standard C651, Appendix A, using a test kit or test method approved by the Engineer. Dechlorination shall be performed in accordance with AWWA Standard C651, Appendix C. Engineer shall witness the chlorine residual testing and dechlorination process.

- C. Any disinfection water that is discharged to the sanitary sewer system shall be done in accordance with the requirements of, and by permission of, Delta Diablo Sanitation District (DDSD). Any monies charged by DDSD shall be paid by Contractor.

END OF SECTION

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.

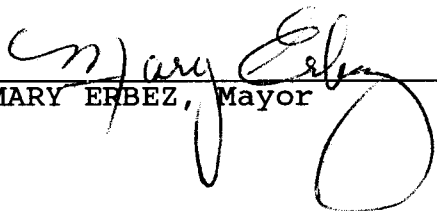
Passed and adopted on the 6th day of December, 1993, by the following vote:

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

NAYS: None

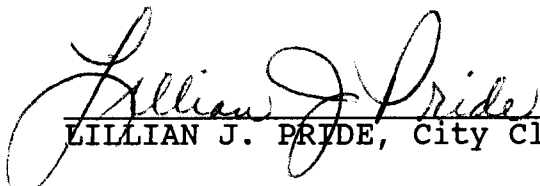
ABSTAINED: None

ABSENT: None



MARY ERBEZ, Mayor

Attest:



LILLIAN J. PRIDE, City Clerk

p\gen\local.res\c.nl.100

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.

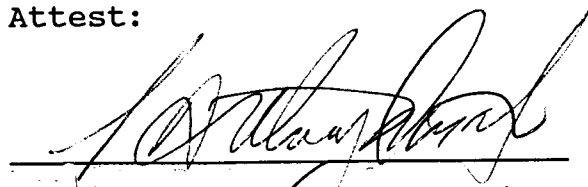
ABSTAINED: None.

ABSENT: None.



MARY ERBEZ, Chair

Attest:



S. Anthony Donato, Executive Director
p:\gen\rloc\res.ra\ra\ml.100

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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.

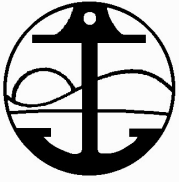
Please allow five (5) working days for the City to review the TTCP. Once the TTCP is approved it must be available for inspection on-site at all times. City may require field changes to the TTCP to maintain public safety.

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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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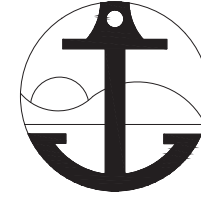
Appendix E

CONTRACT PLANS

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CITY OF PITTSBURG

HOLLAND BARRETT WHITE MAYOR
 SHANELLE SCALES-PRESTON VICE MAYOR
 JUAN ANTONIO BANALES COUNCIL MEMBER
 JELANI KILLINGS COUNCIL MEMBER
 MERL CRAFT COUNCIL MEMBER
 GARRETT EVANS CITY MANAGER
 ALICE E. EVENSON CITY CLERK
 JORDAN DAVIS DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT
 RICHARD ABONO PUBLIC WORKS DIRECTOR / CITY ENGINEER



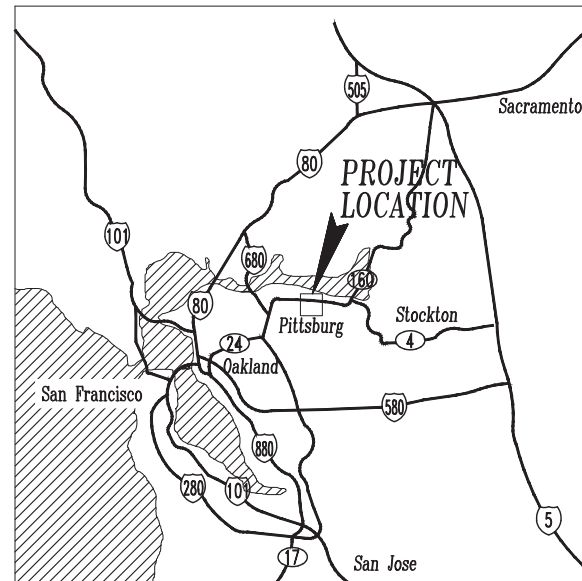
CITY OF PITTSBURG
 ENGINEERING DEPARTMENT
 PROJECT PLANS FOR
 CONTRACT NO. 2021-45
 BODEGA DRIVE WATER SYSTEM LOOP PROJECT
 JUNE 2022

Xref Filename: | XR-Hse-Border_Pittsburg | Path: K:\Common\Projects\341-City of Pittsburg\003 - Bodega Ct Water Line\04-Design\Drawings\01-Genie Filename: COVER Plot date: Jun 21, 2022-01:57:56pm CAD User: mfernandez.

CAUTION
 OVERHEAD ELECTRICAL
 FACILITIES EXIST WITHIN
 PROJECT AREA

BEFORE EXCAVATING
 CALL U.S.A
 UNDERGROUND SERVICE ALERT
 (800) 227-2600 OR 811
 2 WORKING DAYS BEFORE ANY
 PLANNED EXCAVATION

ATTENTION IS DIRECTED TO THE PROVISIONS OF CHAPTER 9 OF DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE CONCERNING THE LICENSING OF CONTRACTORS. THE PRIME CONTRACTOR SHALL POSSESS A CALIFORNIA CLASS A OR CLASS C-34 LICENSE AT THE TIME THIS CONTRACT IS AWARDED.



LOCATION MAP
 NTS



VICINITY MAP
 NTS

SHEET INDEX

SHT. NO.	DWG. NO.	DRAWING TITLE
1	COVER	COVER SHEET AND SHEET INDEX
2	G-1	SYMBOLS, ABBREVIATIONS. GENERAL NOTES
3	C-1	IMPROVEMENT PLAN
4	C-2	PARTIAL PLANS
5	D-1	CITY STANDARD DETAILS
6	D-2	CIVIL DETAILS

LINE IS 2 INCHES
 AT FULL SIZE

HydroScience
 741 ALLSTON WAY
 BERKELEY, CA 94710
 (510) 540-7100



NO.	DATE	APPROV.	REVISION

DESIGNED: E.PETREL
 DRAWN: M.FERNANDEZ
 CHECKED: E.PETREL
 REVIEWED: C.LAM
 DATE: JUNE 21, 2022

ACCEPTED BY:
 RICHARD ABONO
 City Engineer
 Date: _____

CITY OF PITTSBURG CONTRACT NO. 2021-45

COVER SHEET
 AND SHEET INDEX



COVER
 SHEET No.
 1 OF 6

NEW FACILITIES

	NEW WATER MAIN		TEE
	90° ELBOW		GATE VALVE
	45° ELBOW		CONCENTRIC REDUCER
	22.5° ELBOW		BLOW OFF
	FIRE HYDRANT		WATER METER

EXISTING FACILITIES

	8"SS	SANITARY SEWER AND EXISTING LATERAL SERVICE CONNECTION, WHERE KNOWN
	6"W	WATER MAIN
	2"G	GAS MAIN
	T	BURIED TELEPHONE CABLE
	12"SD	STORM DRAIN
	E	BURIED ELECTRICAL CABLE
	10" FUEL/OIL	OTHER BURIED UTILITY (AS LABELED)
	CC	COMMUNICATIONS

SYMBOLS

	RODDING INLET		FLIGHT PANEL
	CLEANOUT		1375 STREET NUMBERS
	RAILROAD		PROPERTY LINE/RIGHT-OF-WAY
	FENCE		EASEMENT
	STREET LIGHT		UTILITY POTHOLE
	POLE		THRUST BLOCK
	SIGN		POST, BOLLARD
	CONTROL POINT		LIGHTING FIXTURE
	CITY MONUMENT		RISER
	BUTTERFLY VALVE		MAILBOX
	WATER VALVE		WHEELCHAIR RAMP
	WATER METER		ABANDON OR REMOVE FACILITIES AS INDICATED
	NEW/EXIST WATER METER IN EXIST METER BOX		CAP OR PLUG FOR EXIST SEWER LATERAL SERVICE OR WATER SERVICE TO BE ABANDONED (HATCH SYMBOLS OMITTED FOR CLARITY)
	FIRE HYDRANT		
	CATCH BASIN/DRAIN INLET		
	GAS VALVE		
	TELEPHONE VAULT		
	ELECTRICAL VAULT		
	EXIST TREE		

ABBREVIATIONS

AB	AGGREGATE BASE	G	GAS	REQ'D	REQUIRED
ABAND	ABANDON, ABANDONED	GALV	GALVANIZED	REV	REVISION
ABS	ACRYLONITRILE BUTADIENE STYRENE (PIPE)	GM	GAS METER	RI	RODDING INLET
AC	ASPHALT CONCRETE	GRD	GROUND	RT	RIGHT
ACP	ASBESTOS CEMENT PIPE	GV	GAS VALVE	RW	RIGHT OF WAY
APPROX	APPROXIMATE, APPROXIMATELY	H	HORIZONTAL	S	SOUTH
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIAL ASSEMBLY	HP	HIGH PRESSURE	SDMH	STORM DRAIN MANHOLE
ASSY	ASSEMBLY	ID	INSIDE DIAMETER	SE	SOUTHEAST
BFP	BACKFLOW PREVENTER	IN	INCH, INCHES	SIM	SIMILAR
BLDG	BUILDING	INV	INVERT	SL	STREET LIGHT
BM	BENCH MARK OR BEAM	IP	IRON PIPE	SS	SANITARY SEWER
BOT	BOTTOM	IRR	IRRIGATION	SSFM	SANITARY SEWER FORCE MAIN
CAP	CAPACITY	JP	JOINT POLE	SSMH	SANITARY SEWER MANHOLE
CATV	CABLE TELEVISION	JT	JOINT TRENCH	STA	STATION
CAV	COMBINATION AIR VALVE	KSI	THOUSAND POUNDS PER SQUARE INCH	SW	SOUTHWEST
CB	CATCH BASIN	L	LENGTH	T	TELEPHONE
CCCSD	CENTRAL CONTRA COSTA SANITARY DISTRICT	LAT	LATERAL	TC	TOP OF CURB
CCTV	CLOSED CIRCUIT TELEVISION	LT	LEFT	UNK	UNKNOWN
CCWD	CONTRA COSTA WATER DISTRICT	M BOX	METER BOX	UPRR	UNION PACIFIC RAILROAD
CI	CAST IRON	MAX	MAXIMUM	USBR	UNITED STATES BUREAU OF RECLAMATION
CLF	CHAIN LINK FENCE	MGD	MILLION GALLONS PER DAY	U	UTILITY
CMP	CORRUGATED METAL PIPE	MH	MANHOLE	UTIL	UTILITY
CO	CLEANOUT	MIN	MINIMUM	V	VERTICAL
CON	CONDUIT	MISC	MISCELLANEOUS	VCP	VITRIFIED CLAY PIPE
CONC	CONCRETE	MTR	METER	W	WEST, WATER
CONN	CONNECTION	MON	MONUMENT	WM	WATER METER
CONSTR	CONSTRUCT OR CONSTRUCTION	(N)	NEW	WV	WATER VALVE
CONT	CONTINUED OR CONTINUOUS	N	NORTH, NORTHING	W/	WITH
COP	CITY OF PITTSBURG	NE	NORTHEAST		
CP	CONTROL POINT	NIC	NOT IN CONTRACT		
DEG	DEGREES	NO	NUMBER		
DET	DETAIL	NTS	NOT TO SCALE		
DI	DRAIN INLET	NW	NORTHWEST		
DIA	DIAMETER	OC	OVERCROSSING OR ON CENTER		
DIP	DUCTILE IRON PIPE	OD	OUTSIDE DIAMETER		
DWG	DRAWING	OH	OVERHEAD		
(E)	EXISTING	OPNG	OPENING		
EA	EACH	PAVMT	PAVEMENT		
EBRPD	EAST BAY REGIONAL PARK DISTRICT	PED	PEDESTAL		
EL	ELEVATION	PCC	PORTLAND CEMENT CONCRETE		
ELEV	ELEVATION	PG&E	PACIFIC GAS AND ELECTRIC COMPANY		
EM	ELECTRICAL METER	PH	POT HOLE		
ETS	ELECTROLYSIS TEST STATION	PL	PLATE, PROPERTY LINE OR PLACE		
EXIST	EXISTING	PP	POWER POLE		
FC	FACE OF CURB	PSI	POUNDS PER SQUARE INCH		
FG	FINISHED GRADE	PT	POINT		
FH	FIRE HYDRANT	PVC	POLYVINYL CHLORIDE (PIPE)		
FIG	FIGURE	R	RADIUS		
FM	FORCE MAIN	RCP	REINFORCED CONCRETE PIPE		
FL	FLOW LINE	REF	REFER TO, REFERENCE		
FT	FOOT, FEET				
FUT	FUTURE				

GENERAL NOTES

- THE LOCATIONS AND MATERIALS INDICATED FOR UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS WERE TAKEN FROM PLANS AND RECORDS OF THE VARIOUS UTILITIES AND AGENCIES AND ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY AGENCIES AND COMPANIES SO THAT THOSE COMPANIES MAY MARK THE LOCATIONS OF THEIR LINES PRIOR TO PIPELINE INSTALLATIONS. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) AT (800) 227-2600 OR 811 AT LEAST 48 HOURS PRIOR TO COMMENCING ANY EXCAVATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE EXISTING UTILITIES AND TO FIELD VERIFY THE LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL POTHOLE TO DETERMINE THE EXACT LOCATION OF ALL AFFECTED UTILITIES IN ADVANCE OF HIS WORK. ANY CONDITIONS THAT COULD AFFECT THE PROGRESS OF THE WORK SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. SUCH POTHOLING SHALL BE DONE AT LEAST 200 YARDS AND 2 WEEKS AHEAD OF THE TRENCH EXCAVATION OR IMPACTED WORK.
- IT SHOULD BE NOTED THAT ONLY UTILITY MAINS ARE SHOWN ON THESE DRAWINGS. UTILITY SERVICES (PIPES, CABLES, ETC. FROM MAIN FACILITIES TO BUILDINGS OR OTHER FACILITIES) SHALL BE LOCATED AND PROTECTED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE DEPTH TO THE UTILITY SERVICES IS UNKNOWN.
- DIMENSIONS FOR ALL STRUCTURES, PIPING, PAVING, AND OTHER ITEMS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS, AND REPORT ANY MAJOR DISCREPANCIES TO THE ENGINEER.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS NOT DESIGNATED FOR DEMOLITION OR REMOVAL AND REPLACEMENT. ALL EXISTING IMPROVEMENTS DAMAGED, REMOVED OR TEMPORARILY RELOCATED, SHALL BE RESTORED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN PRIOR TO THE START OF CONSTRUCTION. IMPROVEMENTS DESIGNATED FOR REMOVAL OR DEMOLITION SHALL BE DEMOLISHED AND DISPOSED OF BY THE CONTRACTOR.
- EXISTING UTILITIES IN THE PROJECT AREA MAY BE IN A FRAGILE CONDITION. THE CONTRACTOR SHALL EXERCISE MAXIMUM CAUTION WHEN WORKING NEAR EXISTING UTILITIES.
- PROPERTY, RIGHT-OF-WAY AND EASEMENT LINES SHOWN IN THESE DRAWINGS ARE FROM RECORD INFORMATION AND ARE APPROXIMATE ONLY.
- ALL WATER MAINS AND SERVICES SHALL INCLUDE A 10-GAUGE, INSULATED, SINGLE STRAND, COPPER WIRE TAPED TO THE TOP OF THE PIPE. SEE CITY OF PITTSBURG WATER DETAILS SHEET W-17 "LOCATING WIRE INSTALLATION."
- CONTRACTOR SHALL COORDINATE WATER SERVICE INTERRUPTIONS WITH THE PROPERTY OWNERS IN ADVANCE OF ANY WORK.
- ALL BURIED IRON OR STEEL PIPE, FITTINGS, AND VALVES SHALL BE PROVIDED WITH POLYETHYLENE ENCASEMENT. SEE SPECIFICATIONS SECTION 02770.
- A CONTINUOUS WARNING TAPE SHALL BE INSTALLED 18" ABOVE ALL WATER MAINS. WARNING TAPE SHALL BE BLUE, 6" WIDE, PLASTIC, AND PRINTED CONTINUOUSLY WITH THE WORDS "CAUTION BURIED WATER LINE BELOW".
- CONTRACTOR SHALL HANDLE AND DISPOSE OF THE ASBESTOS-CEMENT WATERLINE IN CONFORMANCE WITH THE CITY'S "HAZARDOUS WASTE CHARACTERIZATION, HANDLING, AND MANAGEMENT PLAN".
- EXISTING WATER AND SEWER PIPELINES TO BE ABANDONED SHALL BE PLUGGED OR CAPPED AT ENDS. SEE THE SPECIFICATIONS FOR DETAILS.
- ALL WATER PIPELINE FITTINGS, VALVES, HYDRANTS, AND PIPES SHALL BE PROTECTED FROM MOVEMENT BY JOINT RESTRAINTS. SEE SPECIFICATIONS SECTION 02770. PROVIDE THRUST BLOCKS ONLY WHERE INDICATED IN THE DRAWINGS OR AS DIRECTED BY THE ENGINEER.
- INSTALL ALL FIRE HYDRANTS WITH BREAKAWAY SPOOLS ABOVE GRADE. LOCATION OF HYDRANT AND VALVE SHALL BE AS DIRECTED BY ENGINEER.
- EXISTING PAVEMENT IN BODEGA DRIVE CONSISTS OF 3" AC OVER 8" AB.

LINE IS 2 INCHES AT FULL SIZE

Xref Filename: | XR-Hse-Border_Pittsburg | Path: K:\Common\Projects\341-City of Pittsburg\003 - Bodega Ct - Water Line\04-Design\Drawings\01-Gen File Name: G-1 Plot Date: Jun 21, 2022-01:58:55pm CAD User: mfernandez.

HydroScience 741 ALLSTON WAY
BERKELEY, CA 94710
(510) 540-7100



NO.	DATE	APPROV.	REVISION

DESIGNED: E.PETREL	ACCEPTED BY:
DRAWN: M.FERNANDEZ	
CHECKED: E.PETREL	
REVIEWED: C.LAM	RICHARD ABONO City Engineer
DATE: JUNE 21, 2022	Date:

CITY OF PITTSBURG CONTRACT NO. 2021-45

SYMBOLS, ABBREVIATIONS AND GENERAL NOTES

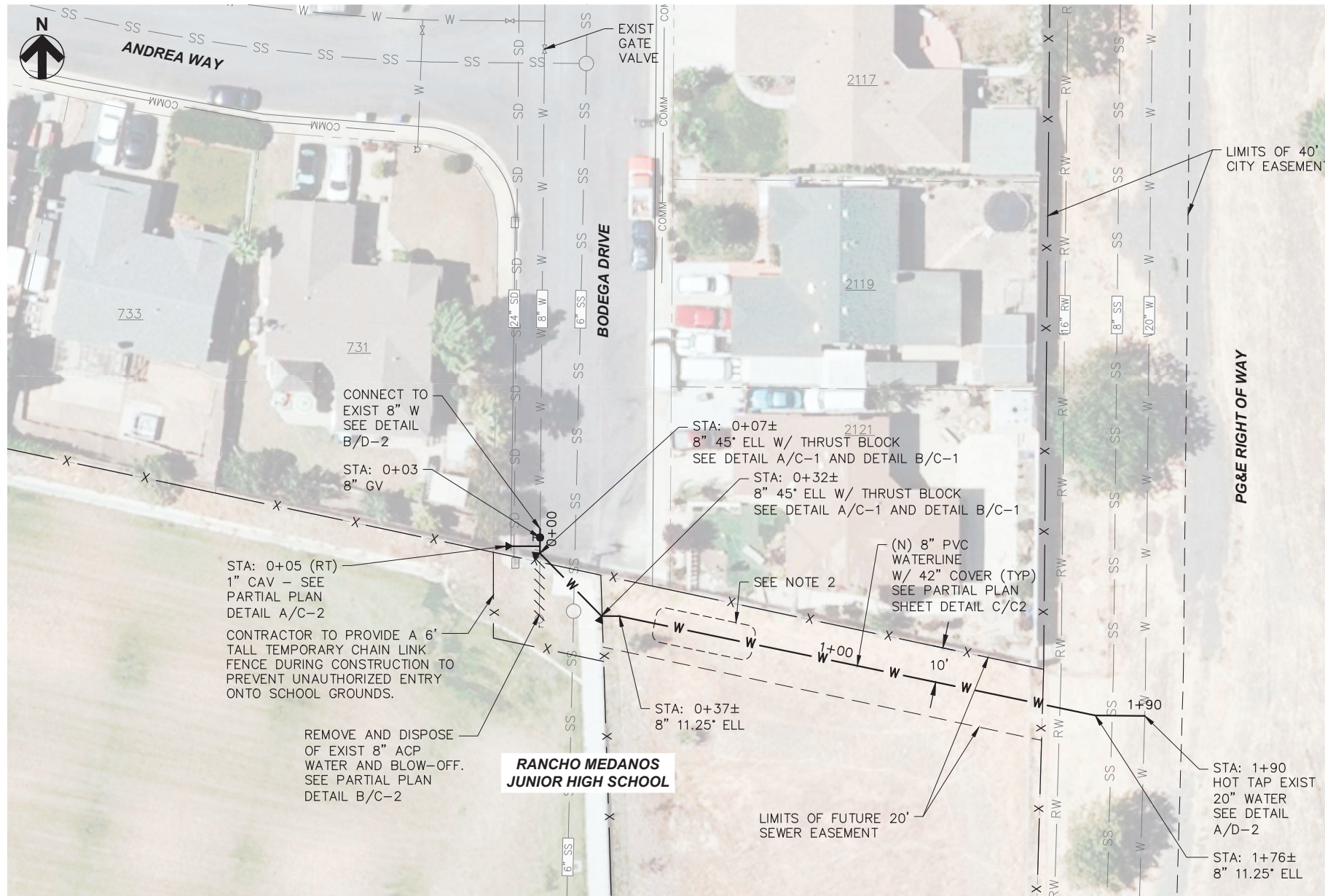


G-1

SHEET No.

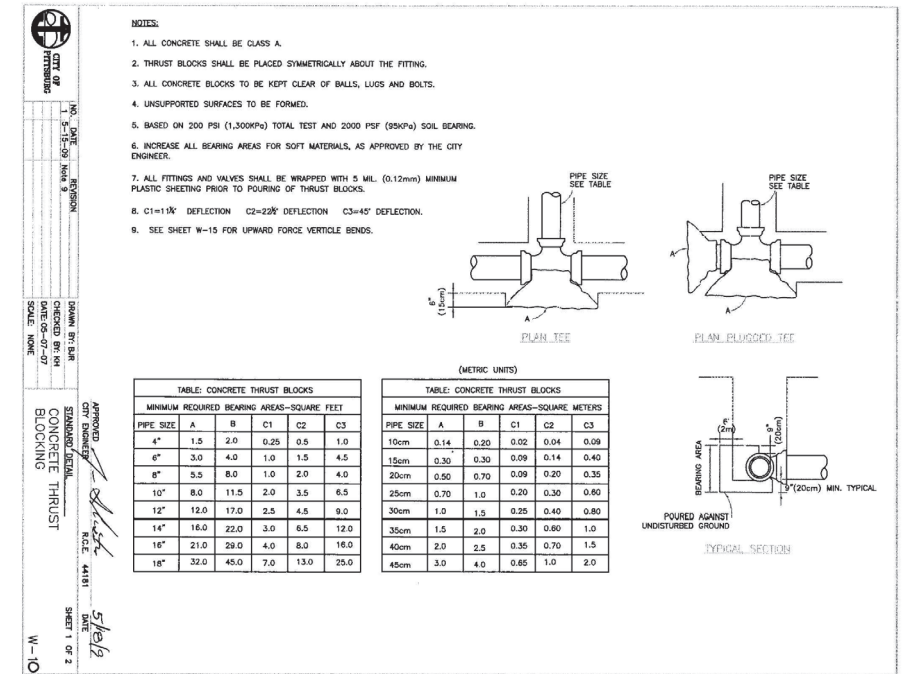
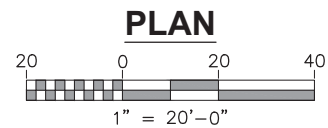
2 OF 6

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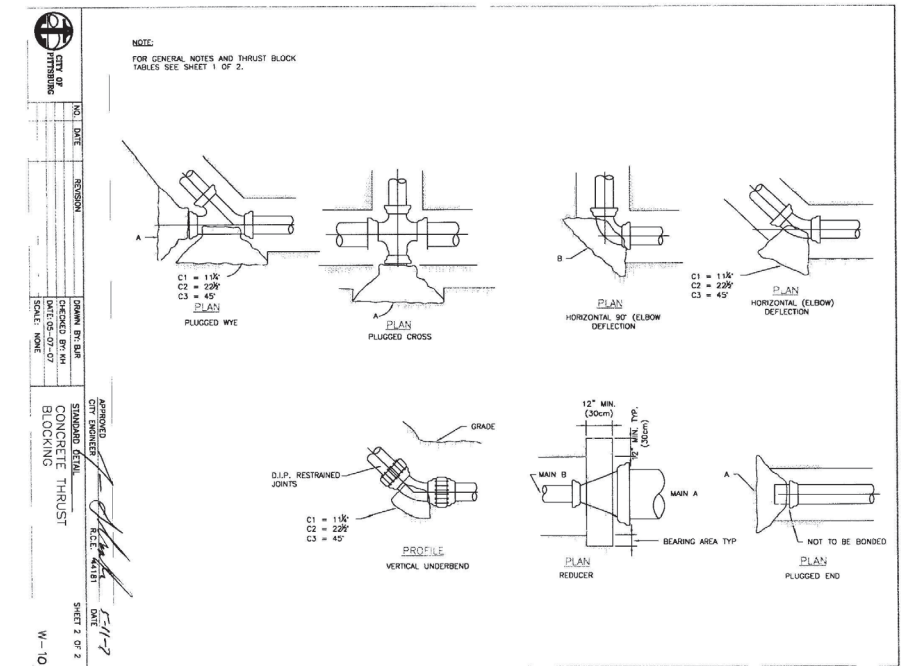


NOTES

1. NEW WATER LINE SHALL BE CONSTRUCTED FLAT OR DESCENDING AWAY FROM CAV CONNECTION IN BODEGA DRIVE. NO HIGH POINTS SHALL BE ALLOWED, EXCEPT AT THE CAV CONNECTION.
2. EXISTING SURFACE DEPRESSION IN THIS AREA SHALL BE FILLED AND COMPACTED BY CONTRACTOR TO PROVIDE MINIMUM 42" COVER. FILL SHALL BE TAKEN FROM ALONG AND NEAR PIPELINE ALIGNMENT AS APPROVED BY ENGINEER.



CITY STD. CONCRETE THRUST BLOCK (1 OF 2) A
SCALE: NO SCALE



CITY STD. CONCRETE THRUST BLOCK (2 OF 2) B
SCALE: NO SCALE

LINE IS 2 INCHES AT FULL SIZE

HydroScience 741 ALLSTON WAY
BERKELEY, CA 94710
(510) 540-7100



NO.	DATE	APPROV.	REVISION

DESIGNED: E.PETREL
DRAWN: M.FERNANDEZ
CHECKED: E.PETREL
REVIEWED: C.LAM
DATE: JUNE 21, 2022

ACCEPTED BY:
RICHARD ABONO
City Engineer
Date: _____

CITY OF PITTSBURG CONTRACT NO. 2021-45

IMPROVEMENT PLAN

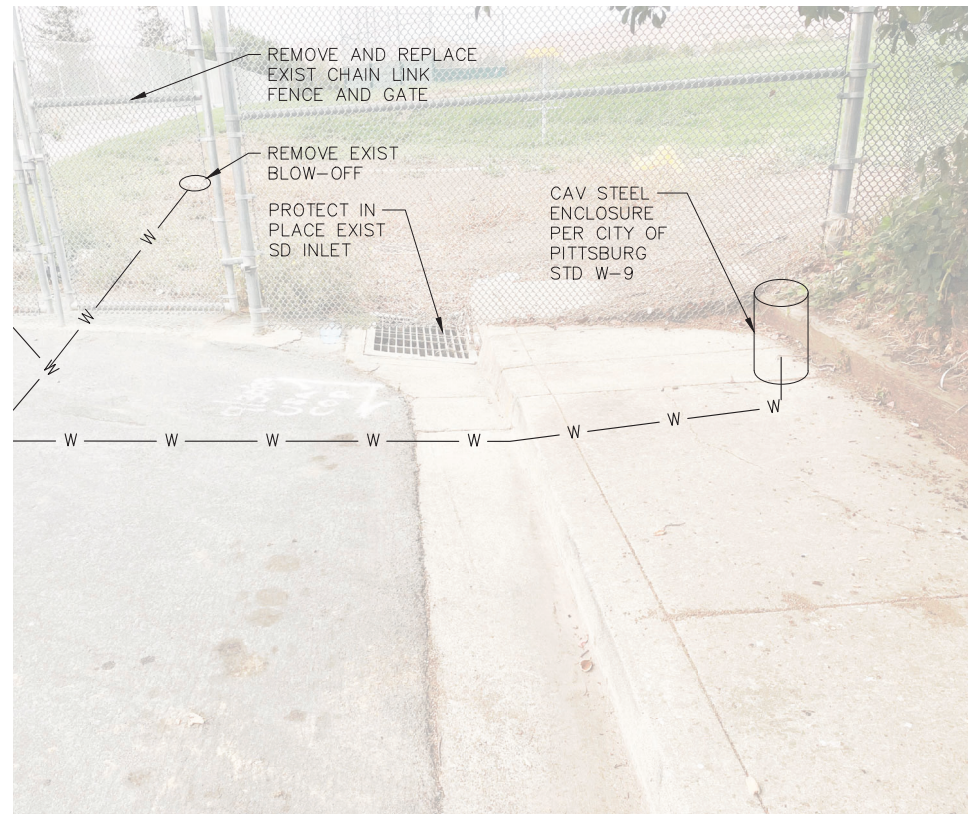


C-1

SHEET No.

3 OF 6

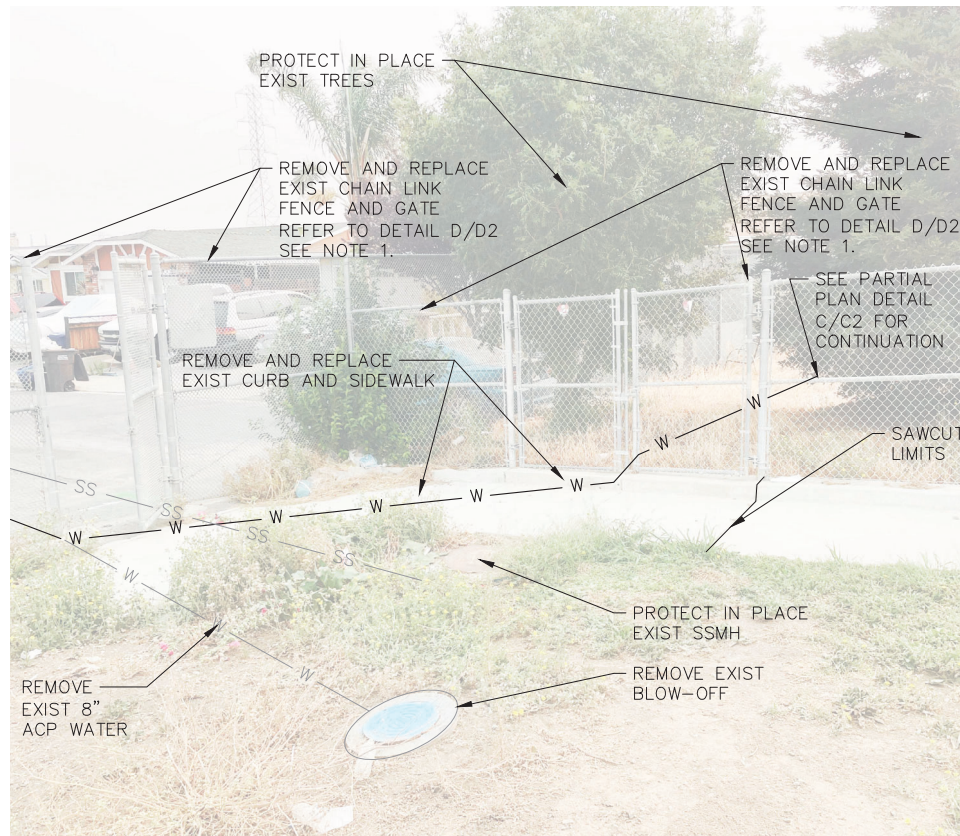
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CAV PARTIAL PLAN

SCALE: NO SCALE

A
C-2



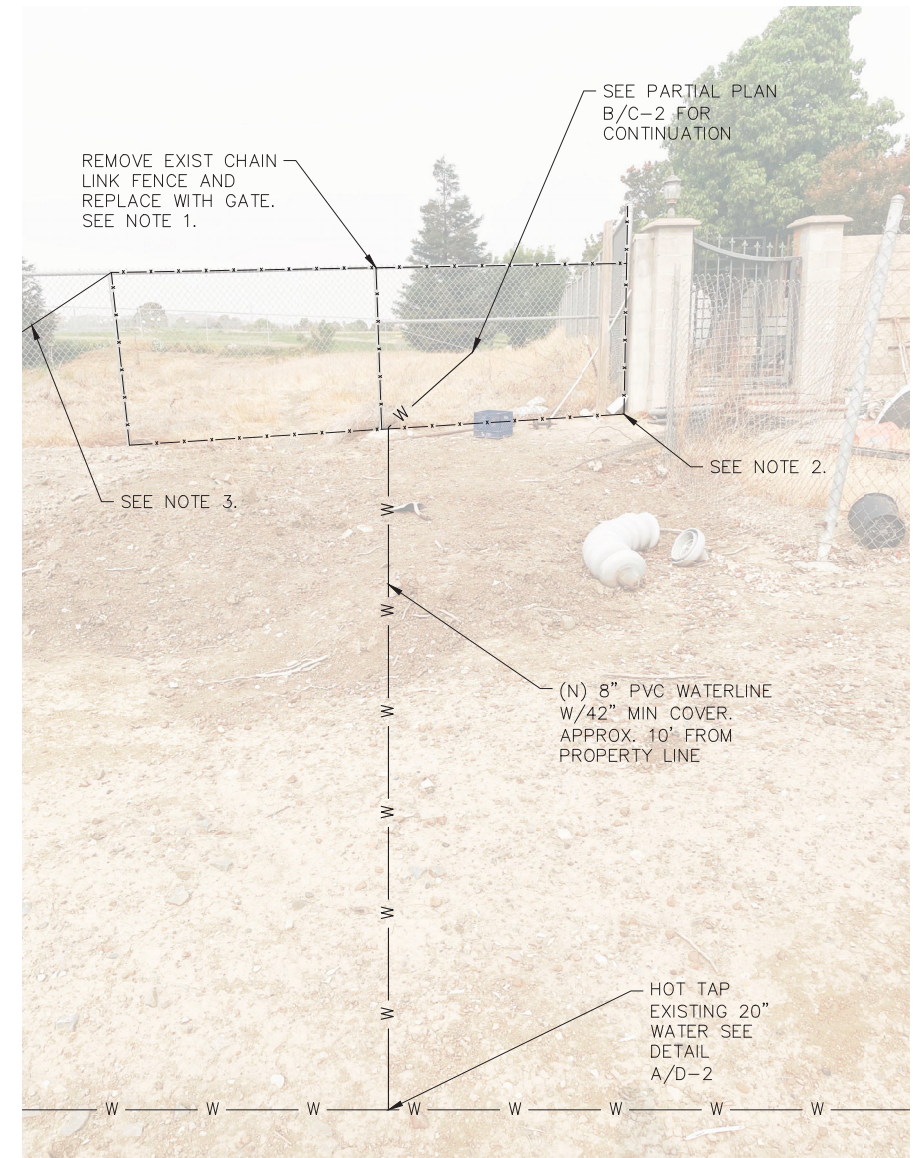
NOTES:

1. CONTRACTOR TO PROVIDE A 20 'FOOT DOUBLE GATE WITH REMOVABLE CENTER POST TO MATCH HEIGHT OF EXISTING FENCE.
2. AN OVERSIZED POST SHALL BE PROVIDE AT CORNER WHERE EXISTING FENCES JOIN.
3. CONTRACTOR TO PROVIDE A DIAGONAL BRACE TO THE LAST SECTION OF FENCE AT THE CORNER

SCHOOL SITE PARTIAL PLAN

SCALE: NO SCALE

B
C-2



NOTES:

1. CONTRACTOR TO PROVIDE A 20 'FOOT DOUBLE GATE WITH REMOVABLE CENTER POST AS SHOWN. GATE SHALL CONFORM TO CALTRANS STANDARD PLAN A85. HEIGHT SHALL MATCH HEIGHT OF EXISTING FENCE.
2. PROVIDE 6' STANDARD GATE POST AT CORNER PER CALTRANS STANDARD PLAN A85, POST SHALL BE EMBEDDED 4'-0" IN 20" CONCRETE-FILLED POST HOLE.
3. INSTALL A DIAGONAL BRACE ON THE LAST SECTION OF EXISTING FENCE PER CALTRANS STANDARD PLAN A85.

PG&E EASEMENT PARTIAL PLAN

SCALE: NO SCALE

C
C-2

LINE IS 2 INCHES AT FULL SIZE

HydroScience 741 ALLSTON WAY
BERKELEY, CA 94710
(510) 540-7100



NO.	DATE	APPROV.	REVISION

DESIGNED: E.PETREL
DRAWN: M.FERNANDEZ
CHECKED: E.PETREL
REVIEWED: C.LAM
DATE: JUNE 21, 2022

ACCEPTED BY:
RICHARD ABONO
City Engineer
Date: _____

CITY OF PITTSBURG CONTRACT NO. 2021-45

PARTIAL PLANS

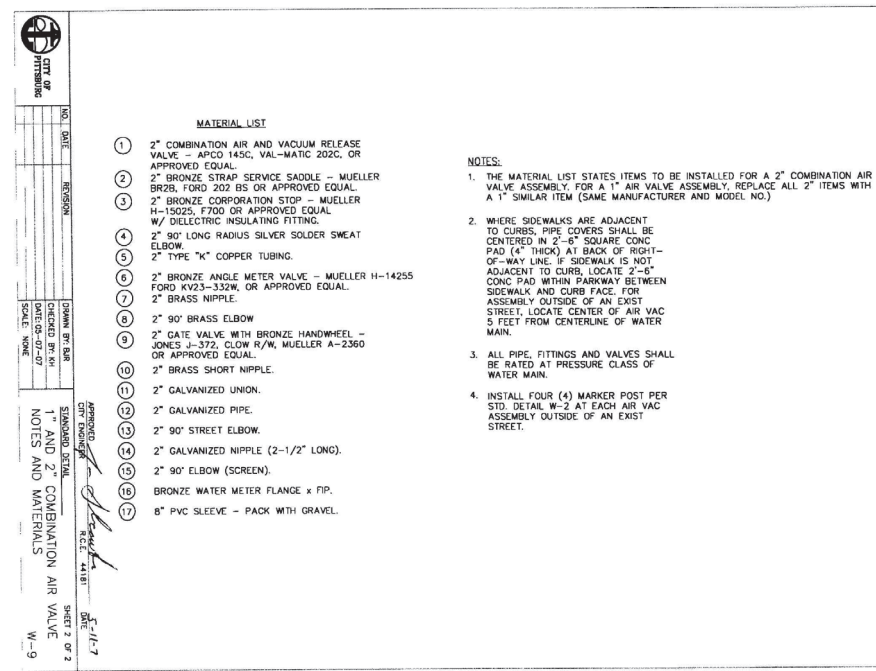
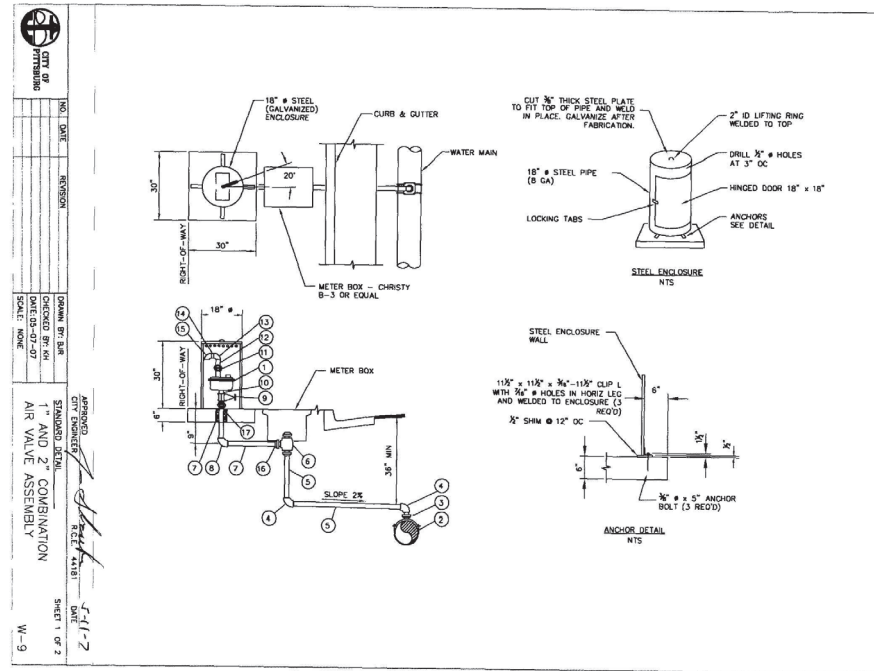


C-2

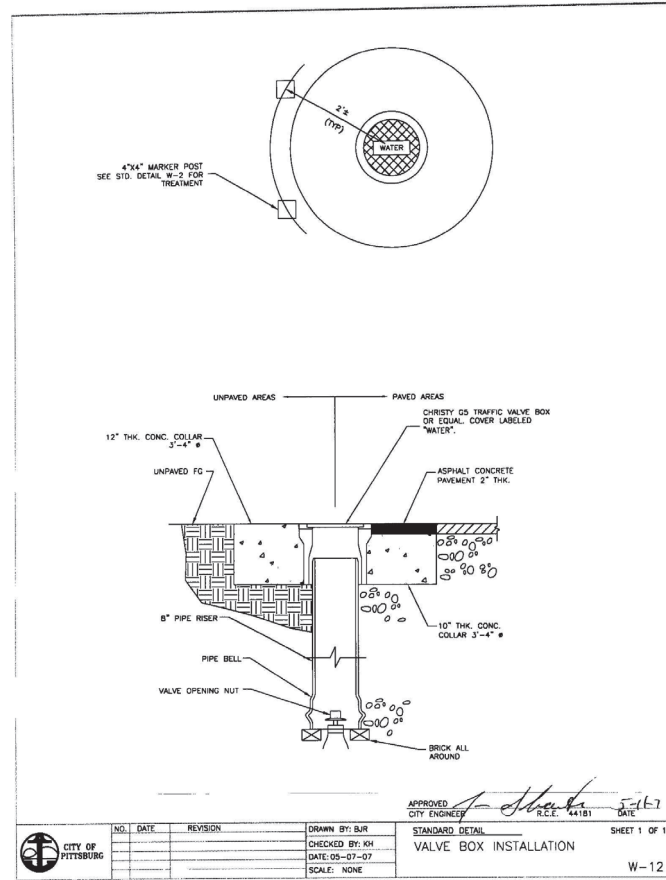
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4 OF 6

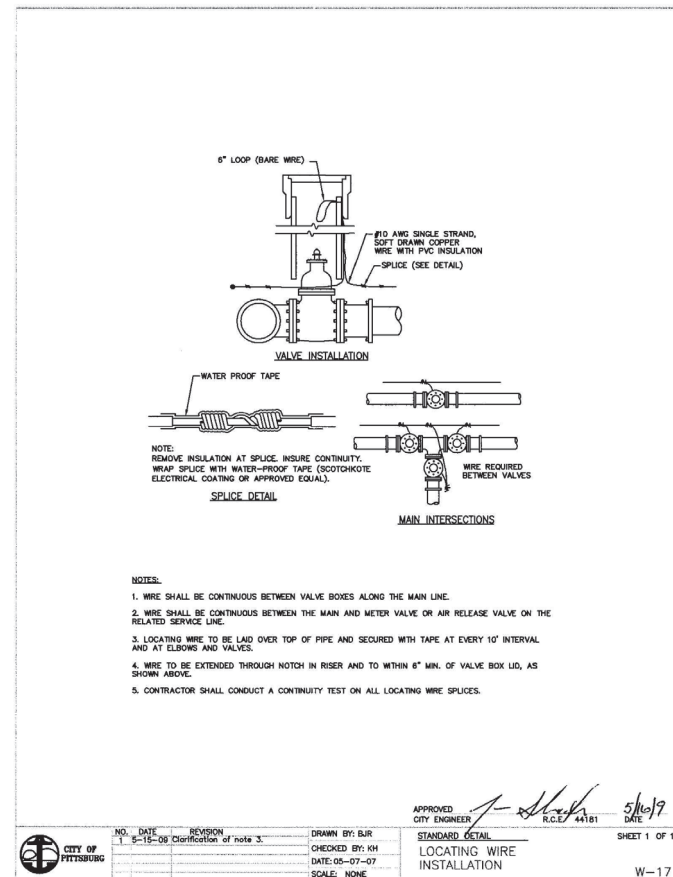
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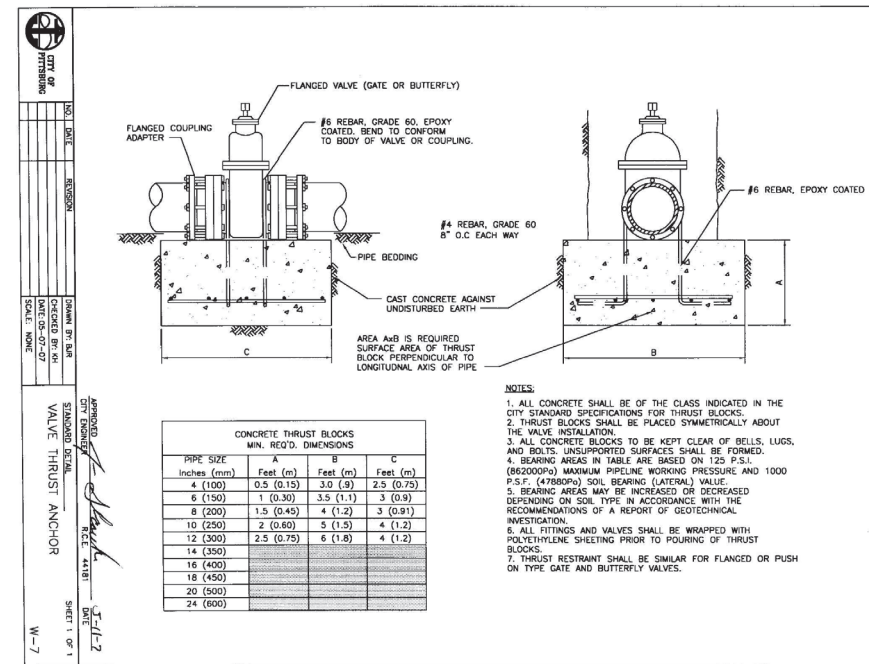
CITY STANDARD COMBINATION AIR VALVE (CAV) **A**
 SCALE: NO SCALE C-1



CITY STD. VALVE BOX INSTALLATION **B**
 SCALE: NO SCALE D-2



CITY STD. LOCATING WIRE INSTALLATION **C**
 SCALE: NO SCALE



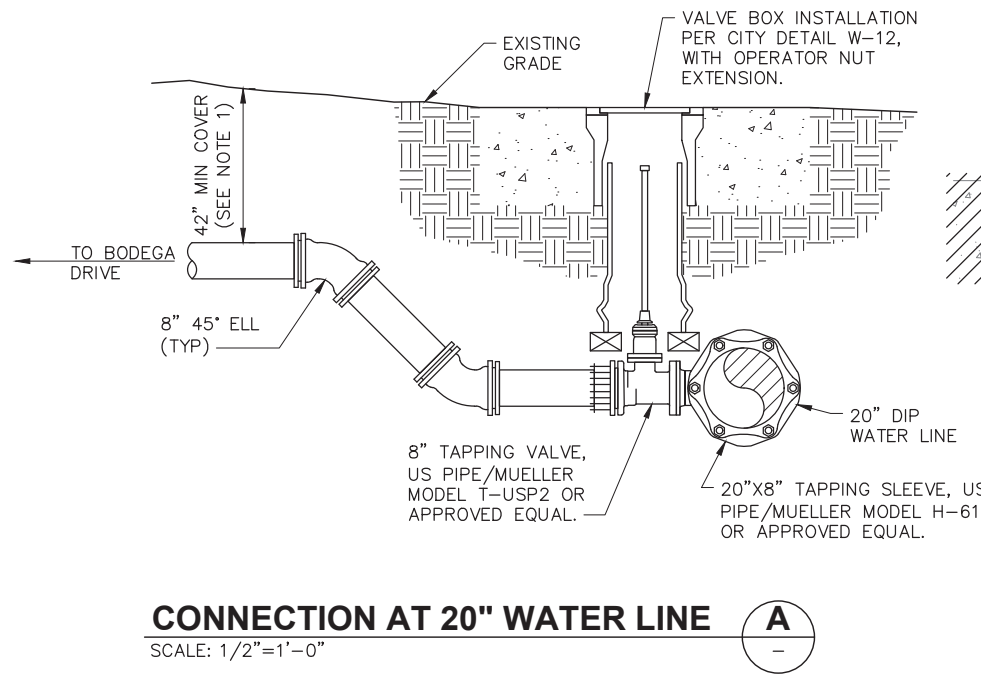
CITY STD. VALVE THRUST ANCHOR **D**
 SCALE: NO SCALE D-2

LINE IS 2 INCHES AT FULL SIZE

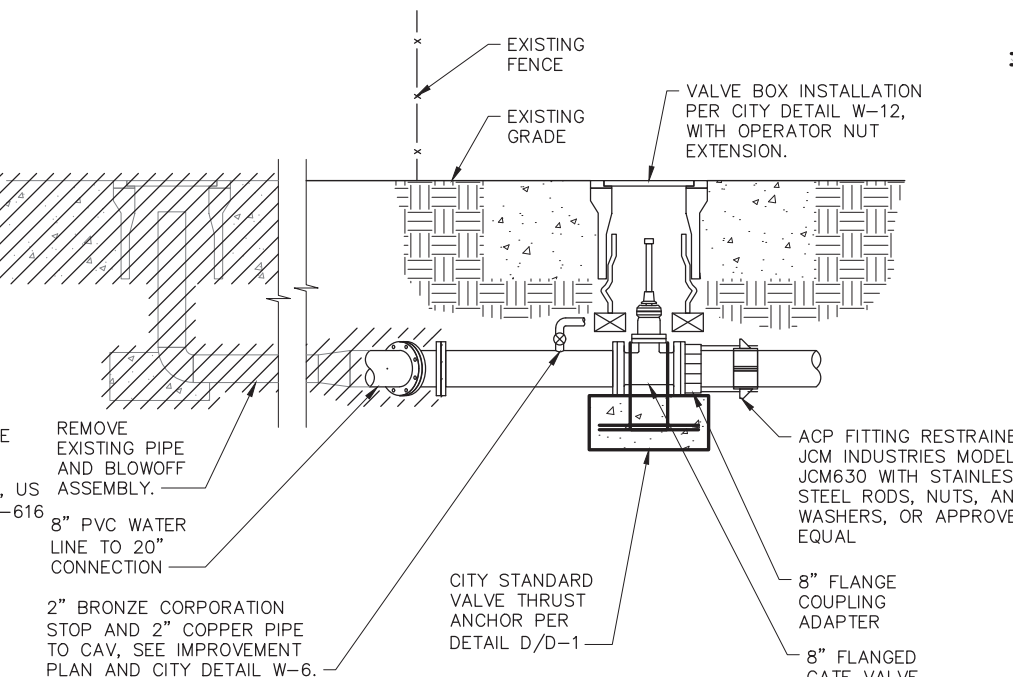
NO.	DATE	APPROV.	REVISION

DESIGNED: E.PETREL	ACCEPTED BY:
DRAWN: M.FERNANDEZ	RICHARD ABONO City Engineer
CHECKED: E.PETREL	
REVIEWED: C.LAM	
DATE: JUNE 21, 2022	DATE:

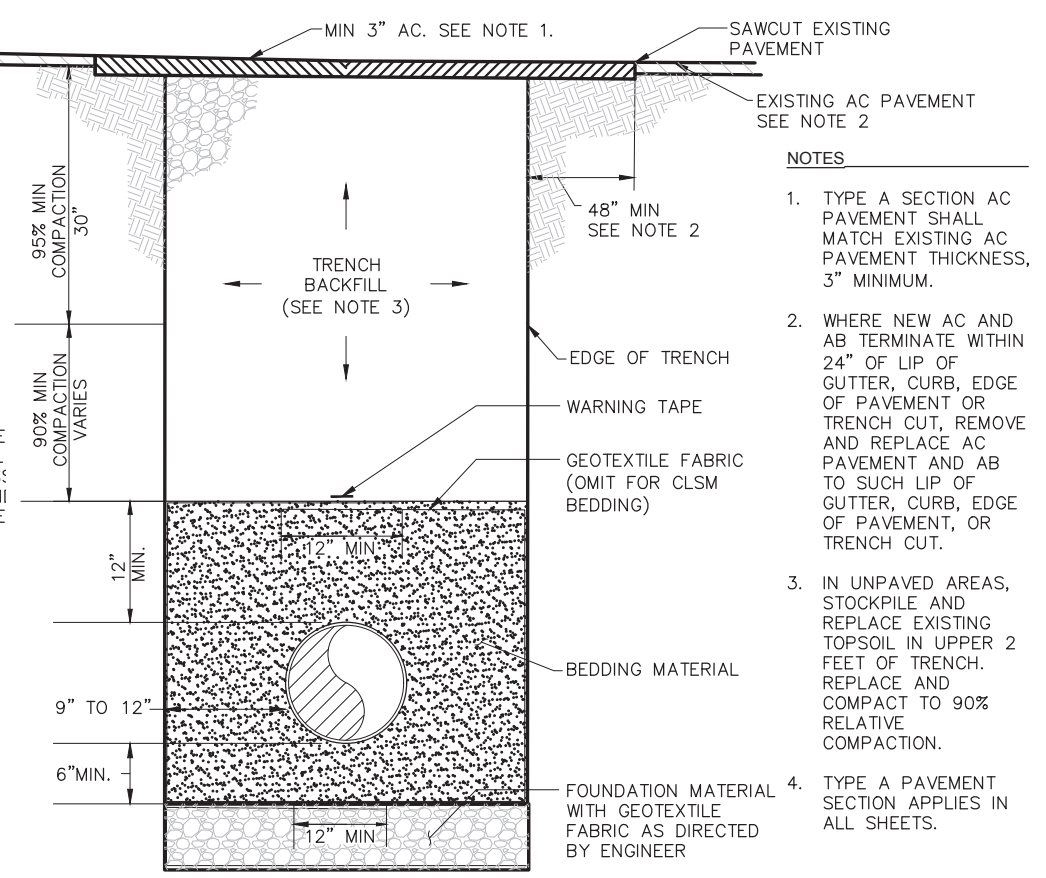
CITY OF PITTSBURG CONTRACT NO. 2021-45
 CITY STANDARD DETAILS



CONNECTION AT 20" WATER LINE
SCALE: 1/2"=1'-0"
A

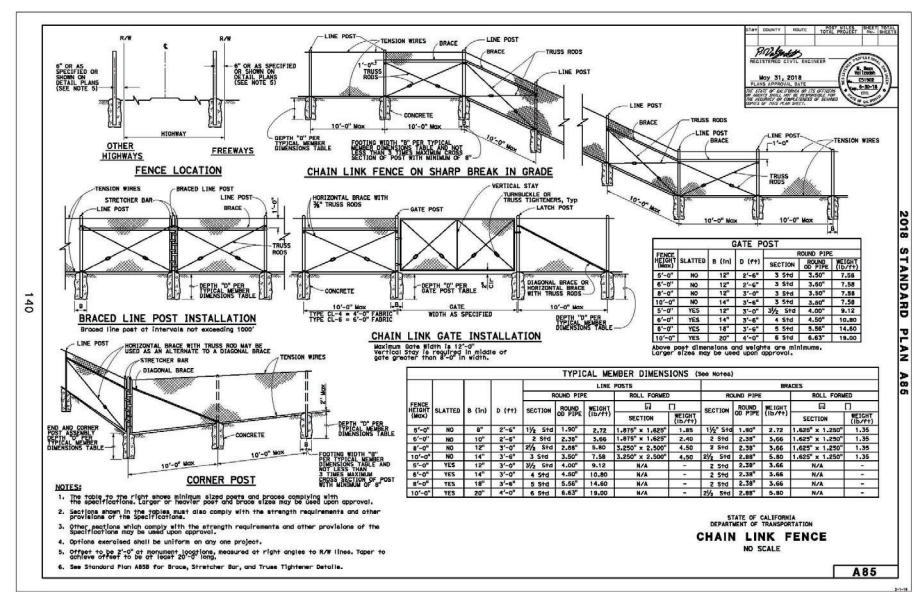


CONNECTION IN BODEGA DRIVE
SCALE: 1/2"=1'-0"
B

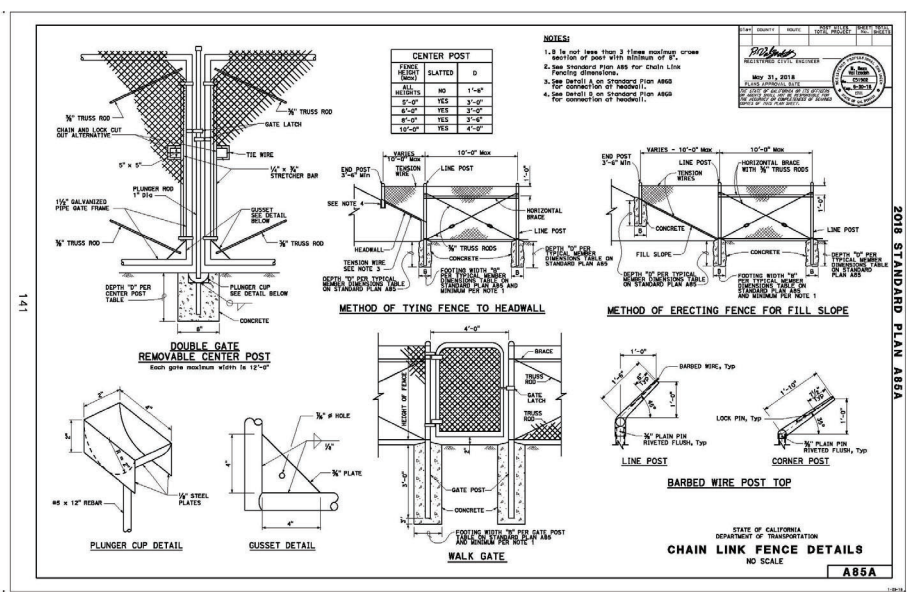


TRENCH AND PAVEMENT SECTION
SCALE: NTS
C

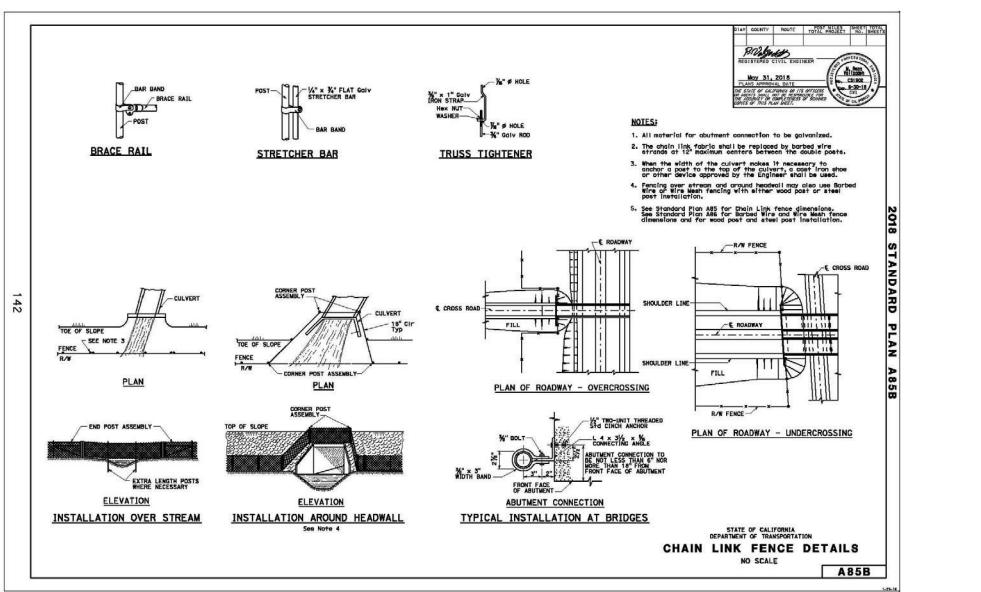
- NOTES**
1. TYPE A SECTION AC PAVEMENT SHALL MATCH EXISTING AC PAVEMENT THICKNESS, 3" MINIMUM.
 2. WHERE NEW AC AND AB TERMINATE WITHIN 24" OF LIP OF GUTTER, CURB, EDGE OF PAVEMENT OR TRENCH CUT, REMOVE AND REPLACE AC PAVEMENT AND AB TO SUCH LIP OF GUTTER, CURB, EDGE OF PAVEMENT, OR TRENCH CUT.
 3. IN UNPAVED AREAS, STOCKPILE AND REPLACE EXISTING TOPSOIL IN UPPER 2 FEET OF TRENCH. REPLACE AND COMPACT TO 90% RELATIVE COMPACTION.
 4. TYPE A PAVEMENT SECTION APPLIES IN ALL SHEETS.



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Return to Table of Contents



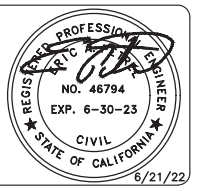
Return to Table of Contents

CALTRANS STANDARD FENCE
SCALE: NO SCALE
D
D-2

LINE IS 2 INCHES AT FULL SIZE

Xref Filename: | XR-Hse-Border_Pittsburg Path: K:\common\Projects\341-City of Pittsburg\003 - Bodega Ct Water Line\04 - Design\Drawings\12-Xr-Filename: 341-003-02 Plot date: Jun 21, 2022-02:00:25pm CAD User: mfernandez.

HydroScience
741 ALLSTON WAY
BERKELEY, CA 94710
(510) 540-7100



NO.	DATE	APPROV.	REVISION

DESIGNED: E.PETREL
DRAWN: M.FERNANDEZ
CHECKED: E.PETREL
REVIEWED: C.LAM
DATE: JUNE 21, 2022

ACCEPTED BY:
RICHARD ABONO
City Engineer

CITY OF PITTSBURG CONTRACT NO. 2021-45
CIVIL DETAILS



D-2
SHEET No.
6 OF 6

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

CONSTRUCTION AND DEMOLITION DEBRIS WASTE MANAGEMENT PLAN (WMP)

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

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.# _____	Property Owner's Signature / Date _____
Job-site Address: _____	
Contractor/Project Manager: _____	
Address: _____	
Phone Number: _____	
Cellular Phone Number: _____	
Fax Number: _____	

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

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