



**CONTRACT DOCUMENTS  
FOR  
2018 PAVEMENT REPAIR PROJECT  
CIP PROJECT NO. PAV-018**

**Bid Opening Date: September 18, 2017  
Bid Opening Time: 3:00 p.m.**

**Location of Bid Submittal:**

**City Clerk  
San Pablo City Hall  
13831 San Pablo Avenue  
San Pablo, CA 94806**

**Approved By:**

  
**Barbara Hawkins, City Engineer**

  
**Date**

**City of San Pablo  
Public Works Contract Documents**

**TABLE OF CONTENTS**

<b>NOTICE INVITING BIDS</b>	<b>1</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>3</b>
<b>BID PROPOSAL</b>	<b>8</b>
<b>BID SCHEDULE</b>	<b>10</b>
<b>SUBCONTRACTOR LIST</b>	<b>11</b>
<b>NONCOLLUSION DECLARATION</b>	<b>12</b>
<b>BID BOND</b>	<b>13</b>
<b>BIDDER'S QUESTIONNAIRE</b>	<b>15</b>
<b>CONTRACT</b>	<b>17</b>
<b>PAYMENT BOND</b>	<b>21</b>
<b>PERFORMANCE BOND</b>	<b>23</b>
<b>WARRANTY BOND</b>	<b>25</b>
<b>GENERAL CONDITIONS</b>	<b>27</b>
<b>Article 1</b>	<b>27</b>
<b>Definitions</b>	<b>27</b>
1.1 Definitions	27
<b>Article 2</b>	<b>29</b>
<b>Roles and Responsibilities</b>	<b>29</b>
2.1 Design Professional	29
2.2 Contractor	29
2.3 Subcontractors	31
2.4 Coordination of Work	31
2.5 Submittals	32
<b>Article 3</b>	<b>33</b>
<b>Contract Documents</b>	<b>33</b>
3.1 Interpretation of Contract Documents	33
3.2 Order of Precedence	33
3.3 Caltrans Standard Specifications	34
3.4 For Reference Only	34
<b>Article 4</b>	<b>34</b>
<b>Bonds, Indemnity, and Insurance</b>	<b>34</b>
4.1 Payment and Performance Bonds	34
4.4 Warranty Bond	35
<b>Article 5</b>	<b>36</b>
<b>Contract Time</b>	<b>36</b>
5.1 Time is of the Essence	36
5.2 Schedule Requirements	36
5.3 Delay and Extensions of Contract Time	37
5.4 Liquidated Damages	39
<b>Article 6</b>	<b>39</b>
<b>Contract Modification</b>	<b>39</b>
6.1 Changes in Work	39
6.2 Contractor Change Order Requests	40
6.3 Adjustments to Contract Price	40
6.4 Unilateral Change Order	41
6.5 Non-Compliance Deemed Waiver	41
<b>Article 7</b>	<b>41</b>
<b>General Construction Provisions</b>	<b>41</b>

7.1	Permits and Taxes.....	41
7.2	Temporary Facilities .....	41
7.3	Signs.....	42
7.4	Protection of Work and Property. ....	42
7.5	Noninterference .....	42
7.6	Materials and Equipment.....	42
7.7	Substitutions .....	43
7.8	Testing and Inspection .....	44
7.9	Clean up .....	45
7.10	Instructions and Manuals.....	45
7.11	As-built Drawings.....	45
7.12	Existing Utilities.....	46
7.13	Notice of Excavation.....	46
7.14	Trenching and Excavations .....	46
7.15	Trenching of Five Feet or More .....	47
7.16	New Utility Connections.....	47
7.17	Lines and Grades. ....	47
7.18	Historic or Archeological Items .....	47
7.19	Environmental Control .....	47
7.20	48	
<b>Article 8.....</b>	<b>48</b>	
<b>Payment.....</b>	<b>48</b>	
8.1	Schedule of Values.....	48
8.2	Progress Payments .....	48
8.3	Adjustment of Payment Application.....	48
8.4	Acceptance of Work.....	49
8.5	Retention .....	49
8.6	Setoff .....	49
8.7	Payment to Subcontractors and Suppliers .....	49
8.8	Final Payment.....	50
8.9	Release of Claims.....	50
8.10	Warranty of Title .....	50
<b>Article 9.....</b>	<b>50</b>	
<b>Labor Provisions .....</b>	<b>50</b>	
9.1	Discrimination Prohibited.....	50
9.2	Labor Code Requirements .....	50
9.3	Prevailing Wages.....	51
9.4	Payroll Records .....	51
9.5	Labor Compliance.....	52
<b>Article 10.....</b>	<b>52</b>	
<b>Safety Provisions.....</b>	<b>52</b>	
10.1	Safety Precautions and Programs.....	52
10.2	Hazardous Materials.....	52
10.3	Material Safety.....	52
<b>Article 11.....</b>	<b>53</b>	
<b>Completion and Warranty Provisions .....</b>	<b>53</b>	
11.1	Final Completion.....	53
11.2	Warranty .....	53
11.3	Use Prior to Final Completion.....	54
11.4	Substantial Completion.....	55
<b>Article 12.....</b>	<b>55</b>	
<b>Dispute Resolution .....</b>	<b>55</b>	
12.1	Claims.....	55
12.2	Claims Submission .....	55
12.3	City's Response.....	56
12.4	Meet and Confer .....	57

12.5	Mediation and Government Code Claims.....	57
12.6	Tort Claims .....	58
12.7	Arbitration .....	58
12.8	Damages .....	58
12.9	Other Disputes.....	58
<b>Article 13.....</b>		<b>58</b>
<b>Suspension and Termination .....</b>		<b>58</b>
13.1	Suspension for Cause .....	58
13.2	Suspension for Convenience.....	58
13.3	Termination for Default .....	59
13.4	Termination for Convenience .....	59
13.5	Provisions Remaining in Effect.....	60
<b>Article 14.....</b>		<b>60</b>
<b>Miscellaneous Provisions.....</b>		<b>60</b>
14.1	Assignment of Unfair Business Practice Claims .....	60
14.2	Provisions Deemed Inserted .....	60
14.3	Waiver.....	60
14.4	Titles, Headings, and Groupings .....	60
14.5	Statutory and Regulatory References .....	60
<b>SPECIAL CONDITIONS .....</b>		<b>61</b>
<b>TECHNICAL SPECIFICATIONS.....</b>		<b>70</b>
<b>APPENDICES</b>		

## NOTICE INVITING BIDS

1. **Bid Acceptance.** The City of San Pablo ("City"), will accept sealed bids for its 2018 Pavement Rehabilitation Project ("Project"), by or before September 18, 2017 at 3:00 p.m., at the City Clerk's office, located at 13831 San Pablo Avenue, Building #1, San Pablo, California, 94806 at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
  - 2.1 **Location and Description.** The Project is located on Lake Street, 20<sup>th</sup> street, 14<sup>th</sup> Street, Manor Ave and Marelia Court within the City of San Pablo, and is described as follows:

Removal, replacement asphalt pavements and, thermoplastic striping.
  - 2.2 **Time for Completion.** The planned timeframe for commencement and completion of construction of the Project is: **30 working days**
3. **License and Registration Requirements.**
  - 3.1 **License.** This Project requires a valid California contractor's license for the following classification(s): **Class A or Class C12 License classifications.**
  - 3.2 **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid and contract documents for the Project ("Contract Documents") may be obtained from Blue Print Express Reprographics and Document Management (510-559-8299), located at 4903 Central Avenue, Richmond, CA for a nonrefundable payment of \$100. Documents can be viewed, ordered and downloaded at [www.blueprintexpress.com/sanpablo](http://www.blueprintexpress.com/sanpablo).
5. **Bid Proposal and Security.**
  - 5.1 **Bid Proposal Form.** Each Bid must be submitted using the Bid Proposal form provided with the Contract Documents.
  - 5.2 **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that upon award of the bid, the bidder will execute the Contract and submit payment and performance bonds and insurance certificates as required by the Contract Documents within ten days after issuance of the Notice of Contract, which is typically issued after a determination of the low bidder and prior to City Council award.
6. **Prevailing Wage Requirements.**
  - 6.1 **General.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

**6.2 Rates.** These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

**6.3 Compliance.** The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, under Labor Code Section 1771.4.

- 7. Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds for 100% of the Contract Price.
- 8. Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.
- 9. Subcontractor List.** Each bidder must submit the name, location of the place of business, California contractor license number and DIR registration number for each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.
- 10. Instructions to Bidders.** Additional and more detailed information is provided in the Instructions to Bidders, which should be carefully reviewed by all bidders before submitting a Bid Proposal.
- 11. Bidders' Conference (Pre-Bid Meeting).** A bidders' conference (pre-bid meeting) will be held on September 28, 2017 at 10:00 a.m., at the following location: City of San Pablo City Council Chambers, 13831 San Pablo Avenue, Building 2, and San Pablo, CA for the purpose of acquainting all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is not mandatory.

By: **Elizabeth Pabon-Alvarado, City Clerk**

Publication Dates: 1) August 22, 2017

END OF NOTICE INVITING BIDS

## INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of San Pablo ("City") for its **2018 Pavement Repair Project** ("Project") must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission.

**1.1 General.** Each bid ("Bid Proposal") must be signed, sealed and submitted to the City, using the form provided in the Contract Documents, by or before the date and time set forth in the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened. The City reserves the right to postpone the date and time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from the City. The bid price(s) must include all costs to perform the Work as specified, including all indirect costs such as applicable taxes, insurance and field offices.

**1.2 Bid Envelope.** The envelope containing the sealed Bid Proposal and required attachments must be clearly labeled as follows:

**BID PROPOSAL:**  
**2018 Pavement Repair Project**  
Project No. **PAV-018**  
City of San Pablo  
13831 San Pablo Avenue  
San Pablo, California 94806  
Attn: City Clerk

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code sections 1725.5 and 1771.1):

*[Contractor company name]*  
*[street address]*  
*[city, state, zip code]*  
DIR Registration No: \_\_\_\_\_

**Please note:** If City is unable to confirm that the bidder's DIR registration is current, City must disqualify the bidder. (Labor Code section 1725.5).

- 2. Examination of Contract Documents and Project Site.** Each bidder is solely responsible for diligent and thorough review of the Contract Documents (as defined in the General Conditions), examination of Project site, and reasonable and prudent inquiry concerning known and potential site conditions prior to submitting a Bid Proposal. However, bidders should not enter onto City's property or the Project site without prior written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City prior to submitting a Bid Proposal, subject to the limitations of Public Contract Code Section 1104. City expressly disclaims responsibility for assumptions the bidder might draw from the presence or absence of information provided by City.

**2.1 Soil and Subsurface Conditions.** Soil and subsurface conditions vary widely throughout the City and may include groundwater just below grade, buried concrete foundations or structures, automotive parts, or industrial debris, to name a few. Soil types may include bedrock, rock, gravel, clay, silt, sand, loan, hardpack, Bay mud or other soil types, which may occur in varying combinations and proportions. Each bidder is solely responsible for taking reasonable steps to investigate and evaluate available information on soil and subsurface conditions at the Project site.

3. **Requests for Information.** Questions regarding the Project, the bid procedures or any of the Contract Documents must be submitted in writing to **Leck Soungpanya** at [LeckS@sanpabloca.gov](mailto:LeckS@sanpabloca.gov) at least six City working days prior to the opening of bids. Questions submitted after such time may not receive a response.
4. **Addenda.** Any addenda issued prior to the bid opening shall constitute part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, City reserves the right to issue addenda prior to bid time. Bidders are responsible for maintaining and checking their email for notifications, addenda, or additional information from City or the City's bid service provider.
5. **Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an "equal" item must be submitted with the written request for substitution. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c).
  - 5.1 **Pre-Bid Requests.** Any request for substitution made before the Contract is awarded must be submitted to the City Engineer at least ten days before the opening of bids so that all interested bidders may be notified of any approved alternative.
  - 5.2 **Post-Award Requests.** After the Contract is awarded, Contractor may submit a substitution request within 14 days after the date of award of the Contract, or as specified in the Special Conditions.
6. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.
7. **Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form should be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 9 below, and by the completed Subcontractor List, and Non-Collusion Declaration using the forms included in the Contract Documents.



**7.1 Subcontractor List.** If Contractor is using Subcontractors to perform Work, the Bid Proposal must include the Subcontractor List form included in the Contract Documents. No more than **49%** of the Work may be performed by Subcontractors.

- 8. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code section 313.
- 9. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check, a certified check, or a bid bond, using the form included in the Contract Documents, executed by a surety licensed to do business in the State of California, made payable to City. The bid security must guarantee that upon award of the bid, the bidder will execute and submit the Contract on the form included in the Contract Documents, will submit payment and performance bonds for one hundred percent 100% of the maximum Contract Price, and will submit the insurance certificates and endorsements as required by the Contract Documents within ten days after issuance of the Notice of Contract.
- 10. Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 et seq.
- 11. Bid Protest.** Any bid protest must be in writing and received by the City Clerk's office, 13831 San Pablo Avenue, Building #1, San Pablo, California 94806, Fax: 510-237-9604, or email at [LehnyC@sanpabloca.gov](mailto:LehnyC@sanpabloca.gov) before 5:00 p.m., no later than three working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

**11.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified.

**11.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

**11.3 Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

**11.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

**11.5 Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

**11.6 Exclusive Remedy.** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**11.7 Right to Award.** City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

**12. Rejection of Bids; Award of Contract.** City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, the right to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, within 90 calendar days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid.

**13. Bonds.** The successful bidder is required to submit payment and performance bonds as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract price as awarded, including additive alternates, if applicable.

**14. Supplemental Information.** In order to facilitate the City's due diligence, before recommending that Council award the Contract, City Staff may request additional information from one or more of the lowest bidders. Failure to timely comply with these requests may result in rejection of the bid as non responsive.

**14.1 Bidder's Questionnaire.** Within 48 hours following a request by City, a bidder must submit to the City a completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments.

**14.2. Insurance and Bonding Capacity.** Within 48 hours following a request by City, a bidder must submit letters from a surety licensed to do business in California and an insurance underwriter, both of which must have a financial rating of A-7 or better. These letters must confirm that the surety has agreed to provide Contractor with the performance and payment bonds required by the Contract, and that the insurer will provide Contractor with the coverage required by the Contract.

15. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work.
16. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing work on this Project.
17. **DIR Registration.** City will not accept a Bid Proposal from or enter into the Contract with a bidder, without proof that the bidder and its Subcontractors are registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
18. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and to submit the completed Bid Schedule with their Bid Proposal.
- 18.1 **Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item (far right column), the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount (estimated quantity X unit cost), unless the cumulative amount of corrections changes the total of the base bid or bid alternate by more than five percent. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 et seq.
- 18.2 **Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased.
19. **Safety Orders.** Each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code Section 6707.

END OF INSTRUCTIONS TO BIDDERS

## BID PROPOSAL

### 2018 Pavement Repair Project

\_\_\_\_\_ (“Bidder”) hereby submits this Bid Proposal to the City of San Pablo (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced therein.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, for the following price (“Base Bid”):  
\$ \_\_\_\_\_.

2. **Bid Alternates.** Bidder submits the following prices for the specified bid alternates:

3. **Addenda.** Bidder acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	_____	#05	_____
#02	_____	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

4. **Bidder’s Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:
  - 4.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.
  - 4.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
  - 4.3 **Bidder is Qualified.** Bidder is fully qualified to perform the Work.
  - 4.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.
5. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that within ten days following written notice from City staff regarding intent to recommend the City Council award the Contract to Bidder, and attaching a copy of the Contract form based on Bidder’s Bid Proposal, Bidder will do all of the following:
  - 5.1 **Execute Contract.** Execute and submit to City the Contract provided by City;
  - 5.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and
  - 5.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

6. **Bid Security.** As a guarantee that if awarded the Contract, it will perform its obligations under Section 4, above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in the following form:

\_\_\_\_\_ A cashier's check or certified check payable to City and issued by  
\_\_\_\_\_ Bank in the amount of  
\$\_\_\_\_\_.

\_\_\_\_\_ A bid bond, using the Bid Bond form included with the Contract Documents,  
payable to City and executed by a surety licensed to do business in the State of  
California.

7. **Iran Contracting Act.** Bidder certifies that it is not identified on a list created under the Iran Contracting Act, Public Contract Code 2200 et seq. (the "Act") as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

This Bid Proposal is hereby submitted on \_\_\_\_\_, 2017:

s/ \_\_\_\_\_  
Name and Title [print]

s/ \_\_\_\_\_  
Name and Title [print]

\_\_\_\_\_  
Company Name License # and Classification

\_\_\_\_\_  
DIR Registration #

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
City, State, Zip Fax

END OF BID PROPOSAL

**BID SCHEDULE**  
**2018 Pavement Repair Project**  
**PAV-018**

This Bid Schedule must be completed in ink and must be included with the sealed Bid Proposal. The unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal Form. See Instructions to Bidders for further information.

<b>BID ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>EST. QUANT.</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL AMOUNT</b>
<b>1</b>	Mobilization (Not to exceed 5% of total base bid)	1	LS	\$	\$
<b>2</b>	Traffic Control & Construction Area Signs	1	LS	\$	\$
<b>3</b>	Storm Water Pollution Prevention Plan	1	LS	\$	\$
<b>4</b>	Unsuitable Material	10	CY	\$	\$
<b>5</b>	Asphalt Concrete Base Repair (including 3/4" HMA)	30,681	SF	\$	\$
<b>7</b>	Install Detail 2 Centerline (Thermoplastic)	2,554	LF	\$	\$
<b>8</b>	Install Detail 22	450	LF	\$	\$
<b>9</b>	Install 12" Stripe (Thermoplastic)	150	LF	\$	\$
<b>10</b>	Speed Hump	6	EA	\$	\$
<b>11</b>	Stop and Slow School Xing	7	EA	\$	\$

TOTAL BASE BID: Items 1 through 35 inclusive: \$\_\_\_\_\_

*[Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.]*

BIDDER NAME: \_\_\_\_\_

END OF BID SCHEDULE

## SUBCONTRACTOR LIST

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,<sup>1</sup> the bidder must list a description of the work, the name of the Subcontractor, its California contractor license number, the location of its place of business and DIR registration number. In the far right column indicate the amount of the Work (in dollars) to be performed by each listed subcontractor. **Note to Bidders: Please print legibly. Illegible forms may be rejected.**

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	AMOUNT OF WORK
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$

END OF SUBCONTRACTOR LIST

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<sup>1</sup> For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

## NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has no paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

s/ \_\_\_\_\_

\_\_\_\_\_  
Name and Title [print]

END OF NONCOLLUSION DECLARATION



## BID BOND

\_\_\_\_\_ ("Bidder") has submitted a bid, dated \_\_\_\_\_, 20\_\_\_\_ ("Bid"), to the City of San Pablo ("City") for work on the 2018 Pavement Rehabilitation Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with the City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days after City staff transmits the Contract to Bidder, as the apparent low bidder, for execution, Bidder must submit to City the following:
  - 2.1 **Contract.** The executed Contract, using the form transmitted by City;
  - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
  - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and
  - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions to Bidders.
3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
4. **Duration; Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.

*[Signatures are on the following page.]*

This Bid Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.

SURETY:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

(Attach Acknowledgement, Notary Seal, and Attorney-In-Fact Certificate)

CONTRACTOR:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

END OF BID BOND

## BIDDER'S QUESTIONNAIRE

### 2018 PAVEMENT REPAIR PROJECT

Within 48 hours following a request by City, a bidder must submit to the City a completed, signed Bidder's Questionnaire using this form provided with the Contract Documents and including all required attachments. The City may request this from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

#### Part 1: General Information

Contractor Name: \_\_\_\_\_ ("Contractor")

Check One:    ☐ Corporation  
                  ☐ Partnership  
                  ☐ Sole Proprietorship  
                  ☐ Joint Venture of: \_\_\_\_\_  
                  ☐ Other: \_\_\_\_\_

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

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

Fax/Email: \_\_\_\_\_

Owner of Company: \_\_\_\_\_

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

Contractor's License Number(s): \_\_\_\_\_

#### Part 2: Bidder Experience

1. How many years has Bidder been in business under its present business name?  
\_\_\_\_\_

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?  
\_\_\_\_\_

3. Has Bidder ever been disqualified on grounds that it is not responsible? If yes, provide additional information on a separate sheet of paper regarding the disqualification, including the name and address of the agency or owner of the subject project, the type and size of the project, the reasons that Bidder was disqualified as not responsible, and the month and year in which the disqualification occurred.

4. Has Bidder ever been terminated from a construction project, either as a general contractor or as a subcontractor? If yes, provide additional information on a separate sheet of paper regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Has Bidder ever had its contractor's license revoked? If yes, provide additional information on a separate sheet of paper regarding the date and circumstances if any revocation.

6. Has Bidder filed for bankruptcy within the past five years? If yes, provide additional information on a separate sheet of paper regarding the date and circumstances.

7. Provide information about Bidder's past projects performed as general contractor as follows:

7.1 Any project which is similar to this Project. Projects which include specific experience in pavement rehabilitation and curb ramp work within the last three (3) years will receive the most consideration; and

7.2 Six (6) most recently completed public works projects within the last three (3) years; and

7.3 Three (3) largest completed projects within the last three (3) years.

8. Use separate sheets of paper provide all of the following information for each project identified in response to the above three categories:

- 8.1 Project Name
- 8.2 Location
- 8.3 Owner
- 8.4 Owner Contact (name and current phone number)
- 8.5 Architect or Engineer Name
- 8.6 Architect or Engineer Contact (name and current phone number)
- 8.7 Project Manager (name and current phone number)
- 8.8 Description of Project, Scope of Work Performed
- 8.9 Initial Contract Value (at time of bid award)
- 8.10 Final Cost of Construction (including change orders)
- 8.11 Original Scheduled Completion Date
- 8.12 Time Extensions Granted (number of days)
- 8.13 Actual Date of Completion
- 8.14 Number and amount of Stop Notices or Mechanic's Liens filed
- 8.15 Amount of liquidated damages assessed against Contractor
- 8.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Contractor and the owner

### Part 3: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By [name, title]: \_\_\_\_\_

For [name of Bidder]: \_\_\_\_\_

END OF BIDDER'S QUESTIONNAIRE

## CONTRACT

This public works contract ("Contract") is entered into by and between the City of San Pablo ("City") and \_\_\_\_\_ ("Contractor") for work on the 2018 Pavement Repair Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on **<Date>**, 2017, City authorized award of this Contract to Contractor for the amount of Contractor's bid.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Drawings and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 City Standard Details (available on the City's website);
  - 2.12 Notice of Contract;
  - 2.13 Notice to Proceed;
  - 2.14 Caltrans Standard Specifications 2015 edition
3. **Contractor's Obligations.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor **<Contract Price in words>**Dollars (**\$<Contract Price in numbers>**) (the "Contract Price"), in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project within 60 working days from the commencement date given in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of Twelve Hundred Fifty Dollars (\$1,250) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly. If the contractor fails to provide submittals within time limits specified in the Contract Documents, the City may assess liquidated damages in the amount of Twelve Hundred Fifty Dollars (\$1,250) for each day after notice to contractor.

**7. Labor Code Compliance.**

- 7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
- 7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 DIR Registration.** City will not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

- 8. Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
- 9. Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	City of San Pablo	
Address	13831 San Pablo Avenue	
City/state/zip	San Pablo, California 94806	
Phone	(510) 215-3060	
Fax	(510) 215-3013	
Attn:	Deputy City Clerk	
Email	<a href="mailto:LehnyC@sanpabloca.gov">LehnyC@sanpabloca.gov</a>	
Copy to:	Leck Soungpanya, Senior Public Inspector	

**10. General Provisions.**

- 10.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns.
- 10.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 10.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of Contra Costa County, and no other place.

- 10.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 10.5 Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.
- 10.6 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

City of San Pablo

s/\_\_\_\_\_  
Matt Rodriguez  
City Manager

s/\_\_\_\_\_  
Lynn Tracy Nerland  
City Attorney

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

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

Attest:

s/\_\_\_\_\_  
Elizabeth Pabon-Alvarado  
City Clerk

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

CONTRACTOR:

\_\_\_\_\_

s/\_\_\_\_\_

Name/Title [print]

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

s/\_\_\_\_\_

Name/Title [print]

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

\_\_\_\_\_  
Contractor's Calif. License Number(s)

Seal:

\_\_\_\_\_  
Expiration Date(s)

END OF CONTRACT



## PAYMENT BOND

The City of San Pablo ("City") and \_\_\_\_\_  
("Contractor") have entered into a contract, dated \_\_\_\_\_, 20 \_\_\_\_ ("Contract") for work on  
the 2017 Pavement Repair Project ("Project"). The Contract is incorporated by reference into this  
Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_  
\_\_\_\_\_, its surety ("Surety"), are bound to City as obligee in an  
amount not less than (\$ \_\_\_\_\_) ("Bond Sum"), under California Civil Code  
Sections 9550, et seq.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay any of the  
persons named in California Civil Code Section 9100 amounts due under the  
Unemployment Insurance Code with respect to work or labor performed under the  
Contract, or for any amounts required to be deducted, withheld, and paid over to the  
Employment Development Department from the wages of employees of the Contractor and  
its Subcontractors, under California Unemployment Insurance Code Section 13020, with  
respect to the work and labor, then Surety will pay for the same.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California  
Civil Code Section 9100, so as to give a right of action to those persons or their assigns in  
any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond  
upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and  
equipment furnished for use in the performance of the Work required by the Contract, in  
conformance with the time requirements set forth in the Contract and as required by  
California law, Surety's obligations under this Bond will be null and void. Otherwise,  
Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or  
extensions of time for performance of the Work under the Contract. Surety waives the  
provisions of Civil Code Sections 2819 and 2845. City waives requirement of a new bond  
for any supplemental contract under Civil Code Section 9550. Any notice to Surety may be  
given in the manner specified in the Contract and delivered or transmitted to Surety as  
follows:  
  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant  
to this Bond will be venued in the Superior Court of Contra Costa County, and no other  
place. Surety will be responsible for City's attorneys' fees and costs in any action to  
enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 20\_\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

END OF PAYMENT BOND

## PERFORMANCE BOND

The City of San Pablo ("City") and

\_\_\_\_\_ ("Contractor") have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ ("Contract") for work on the 2018 Pavement Repair Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, the Contractor as Principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee for an amount not less than Dollars (\$\_\_\_\_\_) (the "Bond Sum"). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety's Obligations; Waiver.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.
3. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.
4. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
  - 4.1 Arrange for completion of the Work under the Contract by Contractor, with the City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
  - 4.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or
  - 4.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
5. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
6. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

7. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for Contra Costa County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
8. **Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

END OF PERFORMANCE BOND

## WARRANTY BOND

The City of San Pablo ("City") and \_\_\_\_\_  
("Contractor") have entered into a contract, dated \_\_\_\_\_, 20\_\_\_\_ ("Contract") for work  
on the 2018 Pavement Repair Project ("Project"). The Contract is incorporated by reference into  
this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_  
\_\_\_\_\_, its surety  
("Surety"), are bound to City as obligee in the maximum amount of 15% of the final  
Contract Price
2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its  
Subcontractors on the Project, against defects in materials or workmanship which are  
discovered during the one year period commencing with recordation of the Notice of  
Completion (the "Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under  
the Contract, and, on due notice from City, repairs and make good at its sole expense any  
and all defects in materials and workmanship in the Project which are discovered during the  
Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City  
sustains because of Contractor's failure to makes such repairs in accordance with the  
Contract requirements, then Surety's obligations under this Bond will be null and void.  
Otherwise, Surety's obligations will remain in full force and effect.
4. **Waiver.** Surety waives the provisions of Civil Code Sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and  
delivered or transmitted to Surety as follows:  
  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_
6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to  
this Bond will be venued in the Superior Court for Contra Costa County, and no other place.  
Surety will be responsible for City's attorneys' fees and costs in any action to enforce the  
provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_,  
20\_\_\_\_\_. Three identical counterparts of this Bond, each of which is deemed an  
original for all purposes, are hereby executed and submitted.

*[Signatures are on the following page.]*

SURETY:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

\_\_\_\_\_

s/ \_\_\_\_\_

Name: \_\_\_\_\_

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

END OF WARRANTY BOND

## GENERAL CONDITIONS

### Article 1 Definitions

**1.1 Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the words “day,” “furnish,” “including,” “install,” “work day” or “working day.”

**Allowance** means an amount included in the Bid Proposal for Work that may or may not be included in the Project, depending on conditions that will not become known until after bids are opened. If the Contract Price includes an Allowance and the cost of performing the Work covered by that Allowance is greater or less than the Allowance, the Contract Price will be increased or decreased accordingly.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

**City** means the City of San Pablo, which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, and authorized representatives.

**Claim** means a separate demand by Contractor for change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between City and Contractor.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Contract and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

**Contract Price** means the total compensation to be paid to the Contractor for performance of the Work, as set forth in the Contract and as amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, or equipment following submission of the Bid Proposal.

**Contract Time** means the number of calendar days for performance of the Work, as set forth in the Contract and as amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture who has signed the Contract with City to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by City to provide architectural or engineering services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**Drawings** means the City-provided plans and graphical depictions of the Project requirements, and does not include Shop Drawings.

**Engineer** means the City Engineer for the City of San Pablo and his or her authorized delegee(s).

**Final Completion** means the Contractor has fully completed all of the Work required by the Contract Documents, including all punch list items, any required commissioning, and has provided all required submittals, including the warranty bond, instructions and manuals, and as-built drawings to the City's satisfaction.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code Section 7107.

**Furnish** means to purchase and deliver to the Worksite designated for installation.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context requires otherwise.

**Inspector** means the individual(s) or firm(s) retained by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Notice of Contract** means a document notifying the Contractor of City staff intent to recommend that the San Pablo City Council award the Contract to the Contractor as the lowest responsible bidder. The Notice is typically issued after a determination of the low bidder and prior to City Council award.

**Plans** has the same meaning as Drawings.

**Project** means the public works project referenced in the Contract.

**Project Manager** means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

**Section** as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context.



**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City approval, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

**Technical Specifications** means Specifications.

**Work** means all of the construction and services necessary or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day or Working Day**, whether or not capitalized, means a weekday which is not a holiday observed by City.

**Worksite** means the place or places where the Work is performed.

## **Article 2**

### **Roles and Responsibilities**

#### **2.1 Design Professional.**

(A) **General.** Design Professional, as the City's representative, is responsible for the overall design of the Project, and to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents.

(B) **Interpretation.** Design Professional will decide all questions pertaining to interpretation of the Drawings or Specifications. The Design Professional's decision regarding interpretation of the Drawings or Specifications is final and conclusive.

#### **2.2 Contractor.**

(A) **General.** Contractor must provide all labor, materials, equipment and services necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City.

(B) **Responsibility for the Work.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for, and required to exercise full control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other Contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents.

(1) Before starting the Work, Contractor must designate in writing and provide complete contact information, including phone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(2) Contractor must attend a pre-construction conference within eight days following award of the Contract, or as otherwise specified by the City. If requested by City, Contractor's superintendent and foreman and Subcontractor representatives must also attend the pre-construction conference.

(3) Contractor shall begin work as directed in the written Notice to Proceed, which shall specify a mutually-agreed upon first day of work. If the parties cannot so agree, the first day of work shall be 7 calendar days after contractor has received the Notice to Proceed. Contractor is only authorized to begin operations after the contract is fully executed and Notice to Proceed is issued.

(4) In no case will the contractor be allowed to begin work before the pre-construction conference is held.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent, acceptable to City, and assistants, as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in a good workmanlike manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits. Under circumstances where more than one requirement or standard applies to a component of the Work, the most stringent standard, as determined by the Engineer, is to be applied.

(F) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or its Subcontractors.

(G) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City, Project Manager, or the Inspector to be deficient or defective in workmanship, materials, and equipment.

(H) **Daily Reports.** Contractor must prepare a daily report to document the progress of the Work on a daily basis. Each daily report must account for all Work performed that day, including all labor, all equipment on site, and all Subcontractors. The daily report must clearly distinguish between Work included in the base bid, Work performed under a Change Order, and disputed Work; and must identify any circumstances affecting timely progress of the Work, e.g., weather or soil conditions, availability of materials, supplies and equipment and the like. Contractor must submit a copy of each daily report to the Project Manager within five days of the date of the report.

(I) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records.

Project records subject to this provision include, but are not limited to, daily reports, Project cost records and records relating to preparation of Contractor's bid.

- (1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as extra work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.
  - (2) Contractor must continue to maintain its Project records in an organized manner for a period of four years after City's acceptance of the Project or following termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours.
- (J) **Local Preference.** Contractor will use materials, equipment and supplies from local vendors when the price, fitness and quality are equal to those available elsewhere. Contractor will have workers from within the City when they have the skill and ability equal to workers available elsewhere.
- (K) **Permits and Licenses.** Contractor is responsible for timely obtaining at Contractor's sole expenses, and permits or licenses required to perform the Work, unless otherwise specified in the special conditions.

## 2.3 Subcontractors.

- (A) **General.** All Work must be performed by Contractor's own forces except for the portion of Work allowed to be performed by Subcontractors listed in the Instructions to Bidders, if any. All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work.
- (B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.
- (C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, provided that the City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.
- (D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code Section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

## 2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City, Design Professional, and Project Manager against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the City prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any such known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to Project Manager for review and approval, all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Project Manager in PDF format. Unless otherwise specified, all submittals, including requests for information (RFIs), are subject to the general provisions of this Section.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current approved schedule for the Work and within the applicable time specified elsewhere in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections in full conformance with the requirements of this Section.

(E) **Effect of Review and Approval.** Review or approval of a submittal by the City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or approval of a submittal by the City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or material used without prior approval of a required submittal will be performed at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work, and the cost of additional time or services required of the Design Professional, Project Manager, Inspector or other City representative.

(G) **Excessive RFIs.** RFIs will be considered excessive or unnecessary if the Engineer determines that the explanation or response to the RFI is clearly and unambiguously discernable in the Contract Documents. The City's costs to review and

respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to the Contractor.

### **Article 3 Contract Documents**

#### **3.1 Interpretation of Contract Documents.**

(A) ***Drawings and Specifications.*** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control.

(B) ***Duty to Notify.*** If Contractor becomes aware of any ambiguity, discrepancy, omission, or error in the Drawings or Specifications, Contractor must immediately notify the Design Professional and request clarification of such, by submitting a written request for information (RFI) in the manner specified by City. The Design Professional's clarifications or interpretations will be final and binding.

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

#### **3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Contract;
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Drawings;
- (K) City Standard Details
- (L) Contractor's Bid Proposal and attachments;
- (M) Notice Inviting Bids;
- (N) Instructions to Bidders; and

(O) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, e.g., Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Standard Specifications:

(A) **Limitations.** None of the "General Provisions" of the Standard Specifications, i.e., Sections 1 through 9, applies to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Standard Specifications and a provision of these Contract Documents, as determined by the Engineer or Design Professional, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Standard Specifications are to be interpreted as follows:

(1) Any reference to the "Director" or "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions.

(3) Any reference to the "Department" or "State" is deemed to mean City.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. However, Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Contractor must promptly notify City of any perceived or actual conflict between the Contract Documents and any document provided For Reference Only.

## **Article 4**

### **Bonds, Indemnity, and Insurance**

**4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Contract, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents. Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City

may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

#### **4.2 Indemnity and Liability.**

(A) **Contractor's Indemnity Obligation.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its agents and consultants, Design Professional, and Project Manager (individually, an "Indemnatee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the operations of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnatee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of the Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Contract.

(B) **Third Party Claims.** City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code Section 9201.

(C) **No Personal Liability.** No member of the City Council or any individual officer, employee or authorized agent of the City will be personally liable to Contractor or to any Subcontractor for any liability arising under this Contract.

**4.3 Insurance.** No later than ten days following issuance of the Notice of Contract, Contractor is required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the notice of completion. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. Refer to the Special Conditions for further requirements.

**4.4 Warranty Bond.** As a condition precedent to Final Completion, Contractor must submit a warranty bond, using the form provided by City, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 15% of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

## **Article 5 Contract Time**

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the notice to proceed, and must fully complete the Work, in strict compliance with all requirements of the Contract Documents, and within the Contract Time.

(B) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** All schedules must be prepared using standard scheduling software acceptable to Design Professional, and must provide schedules in electronic and paper form as requested.

(A) **As-Planned (Baseline) Schedule.** Within 15 calendar days following issuance of the Notice of Contract (or as otherwise specified in the Special Conditions), Contractor must submit to City for review and approval an as-planned (baseline) schedule showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time using critical path methodology. The as-planned schedule must include the work of all trades required for the Work, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the as-planned schedule must be dated, provided in the format specified in the Contract Documents or as required by the Design Professional, and must include, at a minimum, a description of the activity, the start and completion dates, and the duration.

(B) **Progress Schedules.** Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by the City, for review and approval with each application for a progress payment. The progress schedule must show how the actual progress of the Work to date compared to the as-planned schedule, and must identify any actual or potential impacts to the critical path.

(C) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how the Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(D) **City Review.** Contractor and its Subcontractors must perform the Work in accordance with the most current schedule for which no exceptions are taken unless otherwise directed by City. City's review of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.



(E) **Posting.** Contractor must at all times maintain a copy of the most current approved progress or recovery schedule posted prominently in its on-site office.

(F) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(G) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as expressly provided in the Special Conditions, or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in these Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### 5.3 Delay and Extensions of Contract Time.

(A) **Excusable Delay.** The Contract Time may be extended if Contractor encounters an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through planning, foresight, and diligence ("Excusable Delay"). Grounds for Excusable Delay may include fire, earthquake, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, suspension for convenience under Article 13, or unusually severe weather. Contractor is not entitled to any extension of time or compensation for Excusable Delay that is concurrent with Non-Excusable Delay.

(B) **Non-Excusable Delay.** Non-Excusable Delay includes delay to Final Completion that Contractor could have avoided or mitigated through planning, foresight and diligence, and includes delay caused by:

- (1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies for connections or services necessary for the timely performance and completion of the Work;
- (4) foreseeable conditions Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents; or
- (5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(C) **Request for Extension of Contract Time.** A request for an extension of time and associated delay costs must be submitted in writing to the Project Manager within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or shall be deemed waived. In addition to complying with

the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6, below. Strict compliance with these requirements is necessary to ensure that any delay or delay costs may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of time or delay costs that does not strictly comply with the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay, and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, e.g., by workforce management, change in sequencing, etc. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. The request must specify the amount of any delay-related costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including schedule and cost impacts, including a time impact analysis using critical path methodology, and demonstrating unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving 1) that the delay was an Excusable Delay, as defined above, 2) that Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts, 3) that the delay will unavoidably result in delaying Final Completion, and 4) that any delay costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Recoverable Costs.* If Contractor is granted an extension of time for Excusable Delay, recompense for delay costs shall be limited to actual, direct, reasonable, and substantiated costs, and will not include home office overhead, or markup for overhead and profit.

(6) *Legal Compliance.* Nothing in this provision is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.

(7) *No Waiver.* Any grant of an extension of time or delay costs due to an Excusable Delay will not operate as a waiver of City's right to assess liquidated damages for unexcused delay.

(8) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of time or delay costs, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of time or delay costs is to comply with the Dispute Resolution provisions set forth in Article 12, below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages which are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay, as set forth above.

(B) **Milestones/Deadlines.** Liquidated damages will also be separately assessed for failure to meet milestones or deadlines specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including setoff against release of retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's unexcused delay in achieving Final Completion.

## **Article 6 Contract Modification**

**6.1 Changes in Work.** City reserves the right to make changes in the Work without invalidating the Contract. City may direct or Contractor may request changes in the Work, and any such changes will be formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the intent of the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time.

(A) **City-Directed Change.** The Engineer is authorized to direct minor changes to the Work which do not involve a change in Contract Time or a change in Contract Price; and, in the event of an emergency, the Engineer is also authorized to direct extra work needed to avoid imminent harm to persons or property. In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change, Contractor must perform the Work as directed and may not delay its work or cease work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. If the City requests a cost proposal and other contract adjustments for extra Work from the Contractor, the Contractor shall respond within five working days.

(B) **Contractor's Obligations.** In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents as opposed to changed or extra Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute.

(C) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with an City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

(D) **Dispute Resolution.** Contractor's sole recourse for an unresolved dispute related to changes in the Work is to comply with the dispute resolution provisions set forth in Article 12, below.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price must be submitted in writing to the Project Manager within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, and subcontract amounts. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete, and agrees that any costs, expenses, or time extension request not included herein shall be deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code Sections 12650 et seq., and Chapter 3.17 of the San Pablo Municipal Code."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease to the Contract Price will be determined based on one of the following methods in the order provided:

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if such unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for the affected Work.

(B) **Lump Sum.** A mutually agreed upon lump sum.

(C) **Time and Materials.** On a time and materials basis, which may be subject to a not-to-exceed limit, calculated as the total of the following sums:

- (1) All direct labor costs, excluding superintendence, plus 15% for overhead and profit;
- (2) All direct material costs, including sales tax, plus 15% for overhead and profit;
- (3) All direct plant and equipment rental costs, plus 15% for overhead and profit;
- (4) All direct subcontract costs plus 5% for overhead and profit; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

**6.4 Unilateral Change Order.** If City disagrees with the amount of compensation or extension of time that Contractor has requested, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time in the amount City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized extra work.

## **Article 7 General Construction Provisions**

### **7.1 Permits and Taxes.**

(A) **General.** Contractor must obtain and pay for any and all permits, fees, or licenses required to perform the Work, unless otherwise indicated in the Contract Documents. Contractor must cooperate with and provide notifications to government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

**7.2 Temporary Facilities.** Contractor must provide, at Contractor's sole expense, any and all temporary facilities, including onsite office, sanitary facilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any utility services incidental thereto.

(A) **Standards.** Such structures must be safe and adequate for the intended use, and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property caused by

the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(C) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

**7.3 Signs.** No signs may be displayed on or about City's property, except signage which is required by law or by the Contract Documents, without City's prior written approval as to content, size, design, and location.

#### **7.4 Protection of Work and Property.**

(A) **General.** Contractor is responsible at all times for protecting the Work and materials and equipment to be incorporated into the Work from damage until the Notice of Completion has been recorded. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. Contractor is liable for any damage caused to City's real or personal property, the real or personal property of adjacent property owners, or the work or personal property of other contractors working for City.

(B) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must promptly notify the Project Manager, and must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Project Manager. If the Project Manager's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6, above.

(C) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, underpinning, etc., necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

**7.5 Noninterference.** Contractor must take reasonable measures to avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures.

#### **7.6 Materials and Equipment.**

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer's recommendation. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work, and is responsible for protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City accepts the Project.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation of such items in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which

may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligation in Article 4, applies to any claimed violation of intellectual property rights in violation of this provision.

## **7.7 Substitutions.**

(A) **"Or Equal."** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and Contractor may request use of any equal material, product, thing, or service.

(B) **Request for Substitution.** A request for substitution must be submitted to the Project Manager for approval within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) **Substantiation.** All data substantiating the proposed substitute as an "equal" item must be submitted with the written request for substitution. Contractor's failure to timely provide necessary substantiation is ground for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution. The Engineer has sole discretion to determine whether a proposed substitution is "equal," and Design Professional's determination is final.

(E) **Approval or Rejection.** The Engineer shall either:

(a) issue a written determination to the Contractor, as to whether or not the requested substitute material may be used in the performance of the Contract Documents; If the proposed substitution is approved, Contractor is solely responsible for any additional costs associated with the substituted item(s), or

(b) if the Engineer fails to issue a written determination within fifteen calendar days, the requested substitute material shall be deemed rejected.

If the Engineer determines that the substitute material may be used, he will issue a Change Order to the Contractor for such use on the project.

The Engineer's determination shall be final. The Contractor shall not order, install or use the substitute material unless and until approved by Change Order. If the proposed substitution is rejected, Contractor must, without delay, install the item specified.

Contractor shall not be entitled to an extension of Contract Time or any delay damages resulting from a request for a substitution of materials.

(F) **Contractor's Obligations.** The City's review of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## 7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection by Inspector at all times and locations during construction and/or fabrication. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for inspection.

(1) The Inspector will not be available on the Project site at all times during construction. Contractor must plan ahead and schedule inspections at least two working days before the inspections are needed.

(2) The Inspector is authorized to inform Contractor if any portion of the Work does not conform to the requirements of the Contract Documents. If Contractor fails to take timely action to correct any such nonconformance, the Inspector is authorized to stop the Work until the appropriate correction has been made. Inspector also has authority to stop the Work based upon an unsafe condition or emergency.

(3) Contractor will be responsible for inspection costs, at City's established rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

(B) **Scheduling and Notification.** Contractor must schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must provide timely notice to all necessary parties as specified in the Contract Documents.

(C) **Responsibility for Costs.** City will bear the initial cost of testing or inspection to be performed by independent testing or inspection consultants retained by City, subject to the following exceptions:

(1) Contractor will be responsible for the costs of any subsequent tests or inspections which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) In addition, if any portion of the Work which is subject to testing or inspection is covered or concealed by Contractor prior to testing, Contractor will bear the cost of making that portion of the Work available for the testing or inspection required by the Contract Documents, and any associated repair or remediation costs.

(D) **Contractor's Obligations.** Any Work that fails to comply with the requirements of the Contract Documents must be promptly repaired, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work was previously inspected or included in a progress payment. Contractor is solely responsible for any delay occasioned by remediation of noncompliant Work. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.



- 7.9 Clean up.** Contractor must regularly remove debris and waste materials and maintain the Worksite in clean and neat condition.
- (A) **General.** Prior to discontinuing work in an area, Contractor must clean the area and remove all rubbish along with its construction equipment, tools, machinery, waste and surplus materials. Contractor must, at all times, minimize and confine dust and debris resulting from construction activities.
- (B) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas.
- (C) **Non-Compliance.** If Contractor fails to commence compliance with its cleanup obligations within two business days following written notification from City or its representative, City may undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due the Contractor.
- 7.10 Instructions and Manuals.** Contractor must provide three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.
- (A) **Submittal Requirements.** All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to the Design Professional for review.
- (B) **Instruction of Personnel.** Contractor or its Subcontractors must instruct City's personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.
- 7.11 As-built Drawings.** Contractor and its Subcontractors must maintain on the Worksite a separate complete set of the Drawings which will be used solely for the purpose of recording changes made in any portion of the Work in order to create accurate record drawings at the end of the Project.
- (A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of the Engineer. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The location of all main runs, whether piping, conduit, ductwork, drain lines, etc., must be shown by dimension and elevation.
- (B) **Format Requirements.** Submit as-built drawings in the following formats:  
(1) Acrobat PDF (full/actual size, >600dpi) scanned wet signed.  
(2) One (full size bond) complete set wet-signed hardcopy.
- (C) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built

drawings to the City for review and approval as a condition precedent to Final Completion.

**7.12 Existing Utilities.** As required by Government Code Section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site, if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent such delay was caused by City's failure to provide for removal or relocation of the utility facilities.

**7.13 Notice of Excavation.** Government Code Section 4216.2, requires that except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert at 800-642-2444 (for Northern California), at least two working days, but not more than 14 calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated.

**7.14 Trenching and Excavations.**

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if the Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a 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 Worksite differing from those indicated by information about the Worksite made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Worksite of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions do materially differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between the City and the Contractor regarding any of the conditions specified in subsection (A) above, Contractor will not be excused from any scheduled completion date provided for in the Contract Documents, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between Contractor and City.

**7.15 Trenching of Five Feet or More.** As required by Labor Code Section 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City or its civil or structural engineer, for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

**7.16 New Utility Connections.** City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

**7.17 Lines and Grades.** Contractor is required to use any benchmark provided by Design Professional. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work.

**7.18 Historic or Archeological Items.**

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by Project Manager. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, any such assistance to be compensated as extra work on a time and materials basis under Article 6, Contract Modification. Any suspension of Work required due to discovery of Historic or Archeological Items will be treated as a suspension for convenience under Article 13.

**7.19 Environmental Control.** Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and the Contractor must comply with the same without adjustment of the Contract Price or the Contract Time. The Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit, the Contractor must comply with all other applicable state, municipal or regional laws, ordinances, rules or regulations governing discharge of stormwater, including applicable municipal stormwater management programs.

**7.20 Sound Control Requirements.** Sound control shall conform to these Special Provisions and the City's Noise Control ordinance (San Pablo Municipal Code Chapter 9.12).

The noise level from the contractor's operations between the hours of 10:00 p.m. and 7:00 a.m. (if such hours are allowed by City Engineer), shall not exceed 86 DbA at a distance of 50 feet. This requirement does not relieve the Contractor from responsibility for complying with other laws regulating noise levels.

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

## **Article 8 Payment**

**8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to Project Manager a schedule of values apportioned to the various divisions and phases of the Work. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

**8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by the Contractor's schedule of values and any other substantiating data required by the Contract Documents

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due, as certified by the Design Professional, within thirty (30) days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code Section 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct additional amounts as set forth in Section 8.3, below.

**8.3 Adjustment of Payment Application.** City may adjust or reject a payment application, including application for Final Payment, in whole or in part, based upon any of the circumstances listed below. Contractor will be notified in writing of the basis for the adjustment, and will be promptly paid once the basis for that adjustment has been remedied and no longer exists.

(A) Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items;

(B) Loss or damage caused by Contractor or its Subcontractor(s) arising out of or relating to performance of the Work;

(C) Contractor's failure to pay its Subcontractors and suppliers when payment is due;

- (D) Failure to timely correct rejected, nonconforming, or defective Work;
- (E) Unexcused delay in performance of the Work;
- (F) Any unreleased stop notice, retained as 125% of the amount claimed;
- (G) Failure to submit any required schedule, schedule update or daily reports in the manner and within the time specified in the Contract Documents;
- (H) Failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents;
- (I) Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work;
- (J) Contractor's payroll records are delinquent or inadequate; and
- (K) Any other costs or charges that may be offset against payments due, as provided in the Contract Documents, including liquidated damages and costs incurred to review excessive or unnecessary RFIs.

**8.4 Acceptance of Work.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** City will retain five percent of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

(A) ***Substitution of Securities.*** As provided by Public Contract Code Section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision will fully comply with Public Contract Code Section 22300, and will be subject to approval as to form by City's legal counsel.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or 8.6 will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code Section 7107(c).

**8.6 Setoff.** City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and release of retention.

**8.7 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs

incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right to issue joint checks made payable to the Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

**8.8 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Application shall also include completed and signed labor compliance forms for federal or CDBG funded projects, if required. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that City acts to release retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

**8.9 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts. Any disputed amounts may be specifically excluded from the release.

**8.10 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

## **Article 9 Labor Provisions**

**9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Federal and California laws including the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), Government Code Section 11135, and Labor Code Sections 1735, 1777.5, 1777.6, and 3077.5.

### **9.2 Labor Code Requirements.**

(A) **Eight Hour Day.** Under Labor Code Section 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) **Penalty.** Under Labor Code Section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code Section 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code Section 1777.5, which is fully incorporated by reference.

(D) **Notices.** Under Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.

**9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code Section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.

(A) **Penalties.** Under Labor Code Section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to Federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>, or under California law, available online at <http://www.dir.ca.gov/DLSR>.

**9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code Sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The Contractor or Subcontractor has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, or to the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code Section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten days period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon

request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

**9.5 Labor Compliance.** Under Labor Code section 1771.4, the Contract for this Project, if awarded on or after January 15, 2015, is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

## **Article 10 Safety Provisions**

**10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.

(A) **Reporting Requirements.** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to the City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with the City's request for corrective measures pursuant to this provision.

**10.2 Hazardous Materials.** Unless otherwise specified, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to the City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

**10.3 Material Safety.** Contractor must maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS shall be accessible and available to Contractor's employees, Subcontractors, and the City.



(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work.

(B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

## **Article 11**

### **Completion and Warranty Provisions**

#### **11.1 Final Completion.**

(A) **Final Inspection.** When the Work required by this Contract is fully performed, Contractor must provide written notification to the Project Manager requesting final inspection. Based on this inspection, the Design Professional will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The omission of any such item from this punch list will not relieve the Contractor from fulfilling all requirements of the Contract Documents. If Contractor requests final inspection and City determines that Work exceeding five percent of the total value of the Contract, as adjusted, remains unfinished, Contractor will be responsible for the City's costs, including staff time, for performance of the final inspection on a premature basis.

(B) **Punch List.** The City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time.

(C) **Requirements for Final Completion.** Final Completion will be achieved upon completion or correction of all punch list items, as verified by inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents, and submission of all final submittals, including a warranty bond as required under Section 4.4, instructions and manuals as required under Section 7.10, and as-built drawings as required under Section 7.11, all to City's satisfaction.

(D) **Acceptance.** Following Final Completion, the Project is considered accepted once the City Council takes action during a public meeting to accept the Project. If the City Council authorizes the Engineer to accept the Project, the Project is considered accepted upon the Engineer's issuance of a written notice of acceptance. After the Project has been formally accepted by City, City will file a notice of completion with the County Recorder.

(E) **Final Payment.** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may elect to accept the Project and record the notice of completion, and withhold up to 150% of City's estimated cost to complete the remaining items from Final Payment.

#### **11.2 Warranty.**

(A) **General.** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of recordation of the notice of completion (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor expressly agrees to act as co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period.

(F) **City's Remedies.** If Contractor and/or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner, if required by the circumstances, Contractor expressly agrees that City may correct the defects to conform with Contract Documents at Contractor's sole expense, and Contractor agrees to reimburse City for its costs within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor is solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs incurred by City to correct the defective Work.

**11.3 Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are

being occupied or used before final completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to perform the Work.

- 11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to recordation of the Notice of Completion, except for warranty work performed under this Article.

## **Article 12 Dispute Resolution**

- 12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing, for change in the Contract Time or Contract Price that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Sections 20104, et seq.

- 12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing and must include all of the documents necessary to substantiate the Claim including the change order request that was rejected in whole or in part, and City's rejection. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts. Any claim for lost productivity or efficiency must be supported with a detailed analysis based on Measured Mile Method, using verifiable data and current industry standard forensic practices.

(B) **Claim Format.** A Claim must be submitted in the following format:

- (1) General introduction.
- (2) Relevant background information.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

- a) Background, including references to relevant provisions of the Contract Documents.
- b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position.
- c) A chronology of relevant events.
- d) Identify and attach all supporting documents. (See subsection (A), above, on Substantiation.)
- e) Begin each issue on a separate page.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.)."

(C) ***Submission Deadlines.***

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.

**12.3 City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor. However, the City may first request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against

Contractor. If Contractor fails to submit the additional documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) **Additional Information.** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) **City's Response.** City's written response to the Claim, as further documented, will be submitted to Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

(C) **Non-Waiver.** Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes the City's written response, or City fails to respond within the specified time, Contractor must notify City in writing, either within 15 days of receipt of City's response, or within 15 days of City's failure to respond within the specified time, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response, in writing, within the specified times, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of all of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion(s) remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation as a condition set forth below.

## **12.5 Mediation and Government Code Claims.**

(A) **Mediation.** Mediation under this Article will be scheduled within 60 days following conclusion of the meet and confer process, with a mediator that the parties mutually agreed upon. The mediation itself may take place more than 60 days following conclusion of the meet and confer process to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties must share the costs of mediation equally, except costs incurred by each party for representation by legal counsel or any other consultant.

(B) **Government Code Claims.**

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time the Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied as a result of the meet and confer process, including any period of time used by the meet and confer process. If the parties agree to mediation pursuant to Section 12.7, below, the time for filing a Government Code Claim will be tolled until conclusion of the mediation by impasse.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.
- 12.9 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

### **Article 13** **Suspension and Termination**

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.
- (A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.
- (B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.
- 13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work as directed by City. The Contract

Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience.

- 13.3 Termination for Default.** Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; or if Contractor lacks financial capacity to complete the Work within the Contract Time; or is otherwise responsible for a material breach of the Contract requirements.

(A) **Notice.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety written notice of default and intent to terminate the Contract.

(B) **Termination.** Within seven calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to City's satisfaction, City may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.

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

(D) **Wrongful Termination.** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience, in Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

- 13.4 Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must immediately stop the Work, comply with City's instructions to protect the completed Work and materials, and use its best efforts to minimize further costs. In the event of termination for convenience, the parties agree that the following will constitute full and fair compensation to Contractor, and that Contractor will not be entitled to any additional compensation:

(A) **Completed Work.** The value of its Work satisfactorily performed to date, including Project overhead and profit based on Contractor's schedule of values;

(B) **Demobilization.** Actual and substantiated demobilization costs; and

(C) **Markup.** Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less.

- 13.5 Provisions Remaining in Effect.** Upon termination pursuant to this Article, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

#### **Article 14 Miscellaneous Provisions**

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code Section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be amended accordingly.
- 14.3 Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by the waiving party.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

END OF GENERAL CONDITIONS



## SPECIAL CONDITIONS

### 1. Insurance.

(A) **Policies and Limits.** The following insurance policies and limits are required for this Contract unless otherwise specified in the *Special Conditions*:

(1) **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's operations in the performance of the Work, including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, with limits of at least \$5,000,000.00 per occurrence, and \$10,000,000.00 aggregate. The CGL policy must name City as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect City, its officers, employees, and agents against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 alone, or both forms CG 20 10 10 01 and CG 20 37 10 01. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

(2) **Builder's Risk Insurance:** The Builder's Risk Insurance policy must be issued on occurrence basis, for all-risk coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(3) **Workers' Compensation Insurance and Employer's Liability:** The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with of at least \$1,000,000.00. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(4) **Automobile Liability.** The automobile liability policy must provide coverage of at least \$1,000,000 combined single-limit per accident for bodily injury, death or property damage.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL Policy and the Builder's Risk Policy must include the following specific endorsements:

(1) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(2) The insurance provided by Contractor is primary and no insurance or self-insurance held or owned by City, its officers, officials, employees or volunteers may be called upon to contribute to a loss. Any insurance or self-insurance held or owned by City, its officers, officials, employees and volunteers is excess to Contractor's insurance and may not be called on to cover or contribute to any loss covered by Contractor's insurance.

(3) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the additional insureds and waiver of subrogation. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") are subject to approval by City, acting in its sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If City determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required additional insured, as stated in subsection 4.3(A)(1), above; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration and legal expenses.

2. **Submittals.** The submittals below must be submitted to the Engineer at or before the pre-construction conference to be reviewed for general conformance with the Contract Documents. If exceptions are taken, re-submittal may be required before the Work may begin. The Engineer's review does not relieve the Contractor or its Subcontractors of responsibility for verifying dimensions, coordination, performance, or accuracy.
- ☐ Baseline (as-planned) schedule. (See General Conditions section 5.2.)
  - ☐ Name and contact information for Contractor's authorized onsite representative, including cell phone, email address and home phone number.
  - ☐ Emergency contact list with names and phone numbers, including cell phone numbers, for at least three representatives who can be reached after hours.
  - ☐ The names and titles of each individual authorized to sign Change Orders and any other legally binding documents on behalf of Contractor.
  - ☐ The name and address of each Subcontractor not already listed on the Subcontractor List form, including a description and cost information for the portion of the Work by each Subcontractor and the Subcontractor's DIR registration number.
  - ☐ An equipment list which includes a description, identification number, make, model number, and other relevant information for each piece of equipment to be used on the Project.

- ☐ Proposed truck and hauling routes.
- ☐ A draft copy of the proposed Notification to residents within the Project area.
- ☐ Water Pollution Control Program or Storm Water Pollution Prevention Plan.
- ☐ Submittal schedule, listing description, supplier, source, and target dates for submission of all required submittals. The dates must be coordinated with the baseline schedule and related items should be submitted at the same time.
- ☐ City's Construction Waste Management Form (included in Appendices)
- ☐ Traffic Control Plan for each street.

The Contractor shall provide submittals for all materials, product data, working/shop drawings, diagrams, schedules, or other data prepared by the Contractor in accordance to the Contract requirements. The submittals shall not modify any Contract requirement.

The Contractor shall provide a certificate of compliance from its material suppliers, in advance of the work, that each conforms to the requirements of these specifications. The Contractor shall also furnish to the City in triplicate, certified copies of all factory and mill test reports when required by the Engineer. The Certificate shall be signed by the manufacturer of the material. The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance alone.

The list of technical submittals shall include, but not be limited to the following:

- (a) Asphalt Products
- (b) Asphalt Concrete Mix
- (c) Concrete Mix
- (d) Traffic Paint
- (e) Detector loop

Submittals shall be shown on the schedule and shall not be critical path items of work.

All Contractor required submittals, except as noted, shall be reviewed by the Engineer and returned to the Contractor within 10 working days from the date of receipt by the Engineer. In addition, the Contractor shall allow the City identical time periods for any rejected submittals that are re-submitted for approval.

The Engineer's review of Contractor shop drawing submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimension. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details. Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.

3. **Certified Payroll Records.** Certified payroll records for the previous month shall be submitted with each monthly payment request.
4. **Caltrans Standard Specifications.** Work shall be done in accordance with the State of California Department of Transportation 2015 Standard Specifications and the 2015 Standard Plans of the State of California Department of Transportation and City of San

Pablo Standard Plans insofar as they apply and in accordance with the following Special Provisions.

5. **Areas for Contractor's Use.** The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available within the contract limits for the exclusive use as a staging area of the Contractor. If additional area is required, the Contractor shall secure, at the Contractor's own expense, areas required for storage of equipment or materials or for other purposes, and provide documentation of the right of such use.

Before final inspection of the work, the Contractor shall clean the material sites and all ground occupied by the Contractor of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition.

6. **Authorized Work Days and Hours.**

7.1 **Authorized Work Days and Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by City. Night work is not allowed. Work on Saturdays, Sundays and established City Holidays (included in Appendices) shall not be allowed without prior written consent by the City.

Business hours and days are defined as normal City Hall office hours (7:30 a.m. to 6:00 p.m., Monday through Thursday). City inspections, procurement of permits, submittals and other City related businesses will be provided during this time. The contractor may request for inspections on a Friday four business days prior to the requested date.

Other restrictions on hours will remain in effect, including lane closure time limitations as required by the contract documents and labor code requirements.

7. **Weather Delays.** This provision is intended to supplement the requirements of General Conditions Section 5.2 on Schedule Requirements and Section 5.3 on Delays and Extensions of Contract Time.

7.1 **"Weather Delay Day."** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Worksite cleanup required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule.

7.2 **Normal Weather Delay Days.** Based on historic records for the Project location, Contractor's schedule should assume the following number of normal Weather Delay Days for each month:

Month	# Normal Weather Delay Days
January	7
February	7
March	7

April	4
May	2
June	0
July	0
August	1
September	4
October	4
November	7
December	14

**7.3 Extension of Time.** Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month, as set forth in Section 7.2 above, subject to the following limitations:

- (A) Contractor must fully comply with the applicable procedures in Article 5 and 6 of the General Conditions regarding requests to modify the Contract Time.
- (B) Normal Weather Delay Days which do not occur during a given month do not carry over to another month.
- (C) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

**8. Minimum Standards and Inspection.** These documents reference minimum standards. If Federal, State or other governing codes or standards are more stringent, the more stringent requirements will apply. Notwithstanding that work or materials have been previously inspected by the Engineer or that payment thereof has been included in a progress payment, Contractor is not relieved from constructing the project in conformance with applicable codes or standards.

The Inspector authorized by the City/Engineer shall inspect the work and enforce the contract documents. Inspector will not be available on site during all construction activities, and Contractor shall schedule necessary inspections a minimum of 2 working days in advance.

In the event that Inspector notices an eminently unsafe condition, or in an emergency, Inspector shall have authority to stop work. Contractor shall not be entitled to delay claims for stoppage of unsafe work or work not performed in conformance with the Contract Documents.

The Inspector shall, at all times, have safe access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of these specifications, the special provisions and the plans. All work done and all materials furnished shall be subject to the Engineer's inspection.

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

The City may also arrange for the Contra Costa County Traffic Signal Maintenance Dept. to inspect and provide technical consultation on traffic signal related work. The County Traffic Signal representative's role during construction shall be limited to making recommendations to the City, and they shall not have authority to approve or reject work, or interpret the Contract Documents.

The City may also arrange for an independent testing firm to perform quality assurance work and/or special inspections, where required by the Plans. The testing firm or special inspector's role during construction shall be limited to making recommendations to the City, and the testing firm or special inspector shall not have authority to approve or reject work, or interpret the Contract Documents.

Separate and independent from the inspection above, the project may require building, electrical or other inspections by City Building Officials for code compliance, as indicated elsewhere in these documents. Such inspectors shall have the authority provided to them by local ordinances, regulations and/or practices.

Inspections may also be required by water, sewer, telephone and other utility companies. Such inspectors shall have the authority to inform the Contractor of any failure of the Work or materials to conform to their standards. In the event the Contractor does not take action to correct any such failures, the City Inspector shall have the authority to stop the work in question, and will confirm such action in writing. Contractor shall not be entitled to delay damages for stoppage of work not performed in conformance with utility company requirements.

It is the contractor's responsibility to request any and all inspections required for completion of the project.

When portions of an item have been designated on the bid sheets as final pay quantities, portions not so designated will be measured and paid for in accordance with the applicable provisions of these Specifications and the Special Provisions

- 9. Monument Protection.** Monuments placed by surveyors must be preserved, in accordance with State Business & Professions Code section 8771.

For projects where the Plans indicate a known monument will be disturbed and replaced, the existing monument, typically consisting of a concrete core and brass tack, nail or other marking device located inside of a survey monument cover with frame, shall not be disturbed until the Contractor has arranged for establishment of reference points to preserve the location of the monument by a licensed surveyor.

The Contractor shall also not disturb other monuments that may/may not be shown on the plans including railroad spikes, brass tacks, nails or other markers set by surveyors, and shall advise the City upon discovery of these monuments to determine how they shall be preserved. The Contractor shall exercise caution when working around monuments so as not to disturb them. During milling, grinding, excavation or other operations, the Contractor shall work around survey monuments unless specifically otherwise indicated on the Plans. If a monument is disturbed or damaged during adjusting, milling or other operations, the Contractor shall be responsible for all costs associated with the reestablishment of the monument including but not limited to surveying performed by a Licensed Surveyor, filing required documents with County and constructing the new monument in accordance with appropriate Contra Costa County Standards.

- 10. Dust Control.** The Contractor shall comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231). The contractor shall prevent and alleviate dust by applying water, dust palliative or both, and by covering active and inactive stockpiles. All dust control shall be in conformance with State Standards Specifications Section 14-9.03, Dust Control.

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. Contractor shall use equipment that would 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 shall appear 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. Contractor shall be responsible for any damage caused by dust generated as a result of his operation.

- 11. Notification of Residents and Businesses.** Prior to the start of work, the Contractor shall notify each residence and each business located at the project site/project area of the planned work schedule. Notices shall be in writing, in both English and Spanish, shall include contact information/telephone numbers for both the contractor and the city representative and shall be delivered at least 3 working days prior to the start of any work which may affect access to the residence or business for traffic, deliveries, workers or pedestrians; a Sample model letter to residents is included in the appendix. Contractor shall submit to city signed confirmation that notices were delivered, confirming range of addresses, and time of delivery.

Notices must be approved by the City Engineer prior to delivery, and shall include the estimated project schedule, the extent of the project and names and contact information for the contractor and the City.

Temporary NO PARKING signs shall be set up 72 hours in advance (but no earlier than 96 hours in advance) of any parking restrictions, and shall be removed promptly when no longer needed, including periods when work will not be occurring for one week or more. The Contractor shall provide, erect, and maintain NO PARKING signs.

- 12. Record Drawings/ As-Built Plans.** The Contractor shall keep a set of project plans at the Project site which shall be used only as Project Record Drawings. These shall include Contract Drawings, wiring diagrams, and other shop drawings. The Contractor shall update the drawings daily, and shall review changes to the drawings with the Engineer at the end of each week's work. The drawings shall be clearly marked by the Contractor with changes from the Contract Drawings and Specifications, and exact as-built locations of the improvements constructed. Dimensions shall be shown from a minimum of 2 permanent points of reference (such as building corners or monuments) for the following items\:

New and existing underground utilities, including sewer laterals  
Monuments and benchmarks  
Water meters and connections to water source  
Irrigation pipelines, valves, conduit, wiring and controllers  
Electric meters  
Electrical conduits and wiring  
Traffic signal conduits, wiring, loops and controllers  
Other items as directed by the Engineer

The Contractor shall submit current prints of the record set to the Engineer once per month. Engineer's Estimates for payment will not be processed until current record drawings are received and accepted.

At the completion of the job, as a punch list item, the Contractor shall submit As-Built plans to the Engineer in legible format, utilizing red markings to show changes or corrections to

the plans to reflect the as-built dimensions or conditions. The As-Built plans shall be submitted on untorn, clean, full-size project plans (blueprints or bond xerox).

- 13. Permits and Licenses.** For public right-of-way construction work, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to and necessary to the lawful performance of the work.

City of San Pablo permits which may be required, but are not necessarily limited to, include a building permit, overload or transportation permit, encroachment permit, grading permit, C.3 permit, NPDES permit, certificate of occupancy. City permit fees will be waived for work on this project. The Contractor shall be responsible to schedule inspections for each permit, if applicable.

When permits from other agencies (e.g. Caltrans, Contra Costa County, Dept. of Fish & Game) or Utility companies (e.g. PG&E, EBMUD, WCWD) are required for the Work and/or included in the appendix in these Special Provisions, Contractor shall be responsible to comply with all permit conditions and inspection requirements. Upon completion of the work, Contractor shall obtain written documentation from the respective agency or utility company that permit is finalized/closed out and accepted, and submit it to the City.

Temporary use permit(s) - it shall be the responsibility of the contractor to obtain temporary use permits for the use of any private property as a staging area, equipment and/or material storage yard, etc. Use permit conditions will vary and the contractor should contact the City of San Pablo Planning Department for specific requirements prior to submitting a bid. No work shall commence without these permits or licenses. Contractor shall comply with all conditions of the permits.

- 14. Construction Details.** Contractor is advised that where no pay item is listed in the bid schedule, the cost for the work described in these Construction Details, plans and specifications shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

- 15. Maintaining Traffic, Public Convenience and Public Safety.** Attention is directed to State of California Department of Transportation Standard Specifications Sections 7.1.03, "Public Convenience;" 7.1.04, "Public Safety;" and 12, "Temporary Traffic Control", and Section .10-1.11, Traffic Control and Construction Area Signs of the Technical Specifications.

All sections of the California Vehicle Code shall be in full effect except as provided hereinafter. Section 591 and any other section excluding roads under construction from certain requirements of the Vehicle Code shall be in effect only as permitted by the City Engineer. The Engineer's permission shall not be construed to relieve any person from the duty of exercising due care.

All traffic lanes shall be open at the end of each working day. Two lanes of traffic (one lane in each direction minimum 10 feet per lane) shall be open to vehicular traffic for the entire length of the project at the end of each day, unless otherwise approved by the City Engineer. Access to any driveways on all streets shall be maintained at the end of each working day. **Traffic delineators or other form of traffic control subject to the approval of the City Engineer.**

Striping and/or cones and barricades properly marked shall be used to delineate the traffic lanes. No traffic lanes may be closed before 8:30 a.m. or after 4:30 p.m. without written permission from the City Engineer.



The provisions in this section may be modified or altered if, in the opinion of the City Engineer, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the City Engineer. All hauling on City streets shall be on a haul route approved by the City Engineer.

- 16. Water Pollution Controls.** A Water Pollution Control Program must be submitted and accepted by the City Engineer prior to the start of work, unless a SWPPP is required per these Special Provisions.

The Contractor shall take all measures necessary to keep all substances used in or resulting from his work out of the gutters, storm drains and creeks. To this effect, the Contractor shall employ the "Best Management Practices (BMP's) for Construction and New Development" required by the City, and, when a SWPPP is included in these Special Provisions, Contractor shall comply will the SWPPP. Contractor shall maintain all temporary erosion and/or sediment controls, including removing sediment trapped at storm drain inlets as needed after rain so that said inlets remain functional.

A fine of \$500 shall be assessed to the Contractor for each calendar day when the measures are not properly installed or maintained, as determined by the Engineer.

END OF SPECIAL CONDITIONS

## **TECHNICAL SPECIFICATIONS**

### **SECTION 1-7 NOT USED**

### **SECTION 8 MATERIALS**

#### **8-1 Miscellaneous**

##### **8-1.01 General**

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

All materials required to complete the work under this contract shall be furnished by the Contractor.

##### **8-1.02 Relative Compaction**

Relative compaction is to be determined by the ASTM D 1557 most recent laboratory test procedure.

##### **8-1.03 Payments**

Payments for materials and supplies stored or not installed in their final position will not be allowed.

### **SECTION 9 DESCRIPTION OF WORK**

#### **9-1 General**

In general, the work to be performed under these specifications consists of rehabilitation of existing asphalt concrete pavement throughout the City. Work is to include, but not be limited to, base failure repairs; reconstructing the existing asphalt concrete pavement with conventional asphalt concrete; placement of striping and for all other work, items or details not mentioned above that are required by the Drawings, Standard Specifications, or these Special Provisions.

Base Bid includes work on the following streets:

1. Lake Street, San Pablo Avenue to 19<sup>th</sup> Street
2. 20<sup>th</sup> Street, Lake Street to Broadway Avenue
3. 14<sup>th</sup> Street, Rivers Avenue to Rheem Creek
4. Manor Avenue, Brookside Drive to Marelia Court
5. Marelia Court, Manor Avenue to Manor Avenue

##### **9-1.01 Compensation**

Compensation for all work specified to be performed under this contract and shown on the drawings will be made under the payment items listed herein. The contract prices for the said payment items shall be full compensation for all of the costs in connection therewith, including furnishing all labor,

materials, tools, equipment, and incidentals, and for doing all the work involved in completing each item herein as specified. Principal features of the work to be included under the various payment items are noted. Work not specifically mentioned shall be included for payment under the items to which such work is applicable. The quantity to be paid for will be the number of or amount of the items acceptably installed complete in place, as determined by the Engineer.

## **SECTION 10**

### **CONSTRUCTION DETAILS**

#### **10-1.01 GENERAL**

A. Description: The Bid Items are presented to indicate major categories of the work for purposes of comparable bid analysis and payment breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories, and the Contractor shall be deemed to have included in its pricing all staging, materials, multiple handling, labor, and equipment to complete the entire project as shown and specified, regardless of whether a specific pay item is provided.

The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and shall not disturb private property beyond the areas of work.

B. Measurement. None.

C. Payment. None.

#### **10-1.02 PRE-JOB ORIENTATION**

A. Description: The Contractor and Contractor's Project Superintendent shall meet with City Staff and the Engineer for a pre-construction meeting, as noted in Section 2.2 of the General Conditions, before the commencement of work. Full compensation for complying with this provision is considered to have been included in the various bid items and no additional compensation shall be allowed.

B. Measurement. None.

C. Payment. Payment for Pre-Job Orientation shall be considered as included in the prices bid for the various items in the Bid Proposal and shall be considered as full compensation for all labor, materials, tools, and incidentals and no additional compensation shall be made.

#### **10-1.03 ORDER OF WORK AND PROGRESS SCHEDULE**

A. Description: When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

The above items shall clearly disclose the contractors proposed procedures and methods of operation, including identifying any special equipment intended for use on the project and his method of handling traffic.

**No work may begin under contract until the progress schedule and Traffic Control Plan have been approved by the Engineer.** Time required for review and approval of these items shall not constitute a basis for time extension.

It will be the responsibility of the Contractor to arrange for the towing and removal of any vehicles which have not been removed by the owner and which interfere with any operations.

B. Measurement. None.

C. Payment. Payment for Order of Work and Progress Schedule shall be considered as included in the prices bid for the various items in the Bid Proposal and shall be considered as full compensation for all labor, materials, tools, and incidentals and no additional compensation shall be made. Full compensation for the removal of the vehicles shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed therefor.

#### **10-1.04 NOT USED**

#### **10-1.05 NOT USED**

#### **10-1.06 NOT USED**

#### **10-1.07 MOBILIZATION**

A. Description. The Contractor will provide labor, materials and equipment to prepare the site for the timely start and efficient completion of all work. This includes obtaining any necessary licenses and permits, providing required submittals including but not limited to a Project Schedule.

B. Measurement. Payment for Mobilization will be based on City acceptance of submittals required above. Measurement will be as a lump sum item.

C. Payment. The contract lump sum price paid for this item shall include full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Mobilization, complete in place, including as shown on the plans, specified in the State Standard Specifications and these special provisions, and as directed by the Engineer. **The cost of mobilization shall not exceed 5% of the total bid.**

#### **10-1.08 CONSTRUCTION LAYOUT**

A. Description. 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, and detail necessary to define construction layout and staking requirements of this project.

Contractor shall be responsible to set control points/lines at the work site, and provide and establish the construction staking for all improvement work shown on the Contract Drawings. The City shall mark out pavement digout areas and reference existing utility cover and speed hump locations, or any additional work as required.

It shall be the Contractor's responsibility to layout the work from the information shown on the Contract Drawings or field markings. The City shall not be responsible for any costs incurred by the contractor for reviewing the information shown on the plans or field markings.

B. Measurement. None.

C. Payment. Payment for Construction Layout shall be considered as included in the prices bid for the various items in the Bid Proposal and shall be considered as full compensation for all labor, materials, tools, and incidentals and no additional compensation shall be made.

#### **10-1.09 CLEARING, GRUBBING, AND ENVIRONMENTAL PROTECTION**

A. Description. Clearing, Grubbing and Removals shall conform to the provisions of Section 16 "Clearing and Grubbing" of the State Standard Specifications and these Special Provisions. Clearing, Grubbing and Removals shall consist of thoroughly sweeping and cleaning surfaces prior to resurfacing, removal and disposal of raised pavement markers, existing weeds, brush, or other objectionable material in or along the edge of areas to receive work.

Contractor shall keep existing streets free from dirt and debris at all times. Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should he deems it is necessary for safety of public and to avoid damage to properties.

Existing thermoplastic pavement markings and pavement markers shall be removed in accordance with Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications and all applicable state laws and regulations.

**Contractor shall trim overhanging limbs that may be in conflict with paving and other construction activities.** Tree, roots, and bush pruning shall be performed by a certified arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The certified arborist shall be approved in advance by the Engineer, and all pruning shall be done as directed by the Engineer and in the presence of the Engineer. Tree limbs damaged by Contractor activities shall be trimmed by certified arborist as described above.

Contractor shall remove existing landscaping (hard and soft) which is in conflict with the new improvements.

Attention is directed to Section 13, "Water Pollution Control", of the State Standard Specifications, and these Special Provisions. A Storm Water Pollution Prevention Plan must be submitted and approved by the Engineer prior to start of work. The plan shall contain measures necessary to keep all substances used in or resulting from his work out of the gutters, storm drains and creeks, including but not limited to: employee and subcontractor training and instruction, dry cleanup of spills, wet-vacuum of saw cutting slurry, proper disposal of cement and paint, proper handling of hazardous materials and hazardous waste, blocking of storm drains, shoveling dirt and debris from gutters, covering materials stored outside, sweeping pavements and approach streets, and erosion controls (straw bales, silt fences, detention basins, etc.) at grading sites. It shall be the Contractor's responsibility to monitor and maintain all such measures on a daily or more frequent basis, including on non-work days and during storms. In addition, all catch basins at the project site, and which are determined by the City Engineer to have been affected by the construction, shall be cleaned out by the Contractor at the end of the project.

B. Measurement. None.

C. Payment. Full compensation for complying with the above provisions shall be considered as included in the contract price for various bid items and no separate payment will be made.

#### **10-1.10 NOT USED**

#### **10-1.11 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS**

A. Description. The work consists of furnishing all labor, materials, equipment, tools and incidentals and performing all operations in connection with the following: 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. Traffic control shall be per the 2010 Caltrans Standard Plans and Specifications. Contractor shall not block entrances to any property. Contractor shall provide steel plates, temporary driveway access or stage work as necessary in order to provide access to residences at all times. Contractor shall also maintain at least one lane of travel at all times using flagmen as necessary to direct traffic, unless otherwise allowed herein. Contractor shall provide a detailed Traffic Control Plan to Engineer for approval before any work begins.

The Engineer may require site specific traffic control plan when he or she deem is necessary. Construction area signs shall be stationary mounted on 4" x 4" posts, 7' tall or portable signs conforming to the provisions in Section 12.3.06A or 12.3.06B of the State Standard Specifications, and as modified herein. All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Construction area signs shall be used at cross streets as needed to notify the public of the construction activities before entering the construction zone. Locations of all signs shall be approved by the Engineer prior to their placement.

Contractor shall use portable changeable signs at the ends of streets before and during grinding, reconstruction, grading and pavement work. The portable changeable signs shall be installed at least one (1) working days prior to the start of grinding, reconstruction, grading and paving work. The said signs shall be displayed throughout the length of the above described work. The signs shall stating the following: "**ROAD CONSTRUCTION WORK AHEAD FROM \_\_\_\_\_ TO \_\_\_\_\_**" "(dates) and "**EXPECT \_\_\_\_\_ MINUTE DELAYS**" or "**ROAD CLOSED FROM \_\_\_\_\_ TO \_\_\_\_\_**" (time and dates)". The proposed portable changeable sign locations must be shown on Traffic Control submittals

A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "Temporary Traffic Control," of the State Standard Specifications, the provisions under Section 12-4, "Maintaining Traffic", of the State Standard Specifications and these Special Provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane roadways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shall not be used on the vehicles which are doing the placing, maintaining, and removing, of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

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

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right of way.

TEMPORARY LANELINE AND CENTERLINE DELINEATION. Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace.

MAINTAINING TRAFFIC. Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the State Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

*Working hours shall be from 9:00 am to 3:30 pm with the following restrictions on lane closure requirements:*

At least two flagmen shall be used for any one-way traffic flow situation for traffic control purposes, and shall be furnished by the Contractor at the Contractor's expense. The flagmen shall be properly equipped and trained in accordance with "Instructions to Flagmen," published by the California Department of Transportation.

Where flagmen are not visible to each other and/or at cross streets, additional flagmen shall be added as required by the Engineer, or the Contractor shall use radios.

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

If traffic signal inductive vehicles loops detectors and lead-in wiring not designated to be replaced on the Plans are damaged during the course of the construction period, they shall be replaced as soon as work is completed or as directed by the Engineer. The cost of replacing damaged loop detectors including detector handholes or any other necessary repairs to the components of the traffic signal system shall be included in the cost of traffic control. No additional payment shall be made therefore.

The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the work day, to ensure that the devices are properly placed and maintained.

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

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least forty-eight (48) hours in advance.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.

2. Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times.
3. Restricted access to driveways shall not be more than 4 hours.
4. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
5. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

To protect the right of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to houses or businesses along the line of work, including ramps over bypass.
3. Notify all parties at least five (5) days, and again in 48 hours, in advance of work which would affect their access.

Where grading work is being performed on the roadway to be used by traffic, the Contractor shall complete the work to the finished grade before the end of the workday unless otherwise directed by the Engineer.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City or the Engineer may deem necessary to protect the public and property.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated State legal holidays, and when construction operations are not actively in progress.

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25 falls on Saturday, Friday, December 24, shall be observed as the Christmas holiday and Thursday, December 23, shall be observed as the Christmas Eve holiday. When December 25 falls on Sunday, both Friday and Monday shall be observed as holidays. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

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

When entering or leaving roadways which bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The use of florescent traffic cones to direct traffic away from excavations shall be considered lane closure. 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 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that requires 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.

It shall be the contractor's responsibility to maintain public facilities and roadways adjacent to the project site free of all construction debris. Dirt, gravel, asphalt, or other materials from delivery or haul trucks shall be removed from such facilities and roadways on a daily basis, or as directed by the City Engineer

## **PUBLIC NOTIFICATION**

General Notifications - The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utilities companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications will be provided by the Contractor relating to, but not limited to, the following items:

General information

Traffic delays and alternate routes

Tree removals and/or trimming

Driveway closures

Water service interruptions

Temporary relocation of bus stops

Adjustment of utilities

Waste pick up

2-Week Notifications - Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing, at least fourteen (14) days in advance. This notification will provide general information about the project, approximate range of dates on when construction will take place, time of work, Contractor's name and phone number and any other pertinent information for residents. The Contractor shall provide the Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

72-Hour Notifications - The Contractor is responsible for delivering City approved door hangers prior to grinding and paving operations. Door hangers will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by resident and businesses to answer their concerns.

Door hanger notifications to affected residents and businesses for this project will be delivered a minimum of 72-hours prior to paving operations.

If paving operations has been postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with the City supplied door hanger a minimum of two (2) working days prior to the start of the work

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

**No work shall take place prior to the required notification, re-notification, or coordination work with affected facilities.**

The Contractor shall be responsible for making immediate access available to emergency vehicles at any time during work hours. The Contractor shall contact schools, fire and police stations, hospitals, or other similar facilities designated by the Engineer adjacent to the work and coordinate his operation with the facility's operations so that the Contractor's operations will have a minimized affect to the facility.

**The paving shall be staged such that no traffic is allowed on the new asphalt concrete overlay for a minimum of one (1) hour after the finish roller compaction. Traffic shall be detoured through the intersections by flaggers.**

The Contractor shall cooperate and allow City work crews to use the traffic control system when set up for the Contractor's work.

B. Measurement. The quantity for Traffic Control and Construction Area Signs will be measured on a lump sum basis.

C. Payment. The contract lump sum price paid for Traffic Control and Construction Area Signs shall include full compensation for furnishing all labor materials, tools, equipment, public notification, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for flagging costs shall be considered as included in the contract lump sum price paid for Traffic Control and Construction Area Signs, and no additional compensation will be allowed therefor. The shared cost for providing flagging as specified in Section 12-1.03, "Flagging Cost", of the State Standard Specifications, shall not apply to the item of traffic control system.

Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary.

## **10-1.12 EXISTING STREET FACILITIES**

A. Description. Existing street facilities shown on the plans or marked in the field to be removed or capped shall be removed or capped in accordance with the provisions of Section 15, "Existing Facilities", of the State Standard Specifications, the contract drawings, these special provisions, and as directed by the Engineer.

Not all existing facilities to be removed are shown on the plans. Facilities to be removed shall be marked in the field by the Engineer.

B. Measurement: None

C. Payment. Compensation for Existing Street Facilities or removing of various other elements shall be considered as included in the various contract prices paid for the applicable bid items and no separate payment will be made.

### **10-1.13 REMOVE YELLOW TRAFFIC STRIPE AND PAVEMENT MARKING**

A. Description. Yellow traffic stripe and pavement marking shall be removed as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these specifications.

Waste from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate in average concentrations greater than or equal to 350 ppm and less than 1,000 ppm Total Lead. Yellow thermoplastic and yellow paint traffic stripe and pavement marking exist throughout the project sites. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated.

The removed yellow thermoplastic and yellow paint shall be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 2 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements with the operator of the disposal facility to test the yellow thermoplastic and yellow paint residue as required by the facility and these specifications. Testing shall include, at a minimum, (1) Total Lead and Chromium by EPA Method 7000 series and (2) Soluble Lead and Chromium by California Waste Extraction Test. From the first 887 gallons of waste or portion thereof, if less than 887 gallons of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed. From each additional 222 gallons of waste or portion thereof, if less than 222 gallons are produced, a minimum of one additional random sample shall be taken and analyzed. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead while handling removed yellow thermoplastic and yellow paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint.

Prior to removing yellow thermoplastic and yellow painted traffic stripe and pavement marking, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking to the Engineer for approval not less than 7 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow thermoplastic and yellow painted traffic stripe and pavement marking residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste", composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic", the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow thermoplastic and yellow painted traffic stripe and pavement marking residue is transported to a Class 1 disposal facility, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator within 2 working days of receiving sample test results and approving the test methods.

The Contractor shall assume that the yellow paint removed is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for removal residue regulated under RCRA, as determined by test results required by the disposal facility, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Nothing in these specifications shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

Attention is directed to "Material Containing Aerially Deposited Lead" of these specifications regarding payment for the Lead Compliance Plan.

B. Measurement: None

C. Payment: Payment for Remove Traffic Stripe, Pavement Marking and Lead Compliance Plan shall be considered as included in the prices bid for the various items in the Bid Proposal and shall be considered as full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personnel protective equipment, training, air monitoring, and medical surveillance, providing a written work plan for the removal, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking as specified in the Standard Specifications and these specifications, and as directed by the Engineer. No additional compensation shall be made.

#### **10-1.14 NOT USED**

#### **10-1.15 ASPHALT CONCRETE PAVEMENT BASE REPAIRS**

A. Description. Asphalt Concrete Pavement Base Repairs shall consist of excavation and removal of marked failed areas six (6) inches deep, recompaction of subgrade or base material to 95 percent relative compaction and replacement with asphalt concrete. New asphalt concrete shall be placed in two lifts as shown on the plans. The minimum width of base repair shall be 4 feet wide. Areas to be repaired shall be marked by the Engineer.

The edges of the removal areas shall be neatly and cleanly cut prior to excavation. Cutting shall be by saw cutting or as approved by the Engineers. Grinding is an acceptable and preferred method for digout removals. However, no additional compensation will be included for grinding and removals outside of the marked failed areas designated by the engineer to be removed. A tack coat of Grade SS-1h Emulsified asphalt or PG 64-10 paving asphalt shall be applied to all surfaces prior to placement of new asphalt concrete.

In base repair areas where portland cement concrete (PCC) is encountered above six (6) inches in depth, the Contractor shall place the asphalt concrete over the PCC if the PCC is stable and has no significant cracking. If there is a significant cracking or deformation of the PCC that indicated base failure the Contractor shall remove the PCC to subgrade. Method of removal shall be by jack hammering or as approved by the Engineer. Upon removal, subgrade shall be compacted to 95 relative compaction.

It shall be the Contractor's responsibility to field verify locations, elevations, etc. of existing underground utilities and to immediately notify the Engineers of any field conflicts. See "Asphalt Concrete" section for asphalt concrete type and size.

All grindings and waste material shall be disposed of outside the City right-of-way at the Contractor's expense. No waste material shall be stockpiled in the City right-of way.

B. Measurement: Asphalt Concrete Pavement Base Repairs shall be measured by the square foot.

C. Payment: Payment shall include full compensation for all labor, materials, tools, equipment, and incidentals to do all the work involved including sawcutting and excavation, grinding, removal, disposal off all material include pavement fabricd, compaction, tack coat, asphalt concrete, and asphalt concrete pavement placement and restoration of striping and pavement markings.

No adjustment in the contract price for asphalt concrete pavement base repairs shall be made if PCC is encountered above six (6) inches in depth.

Any work related to removal of PCC to subgrade, if required, including backfilling to below six (6) inches from existing finished grade, shall be paid on a time and materials basis, per Section 6 of the General Conditions.

**10-1.16 NOT USED**

**10-1.17 NOT USED**

**10-1.18 NOT USED**

**10-1.19 NOT USED**

**10-1.20 NOT USED**

**10-1.21 NOT USED**

**10-1.22 NOT USED**

**10-1.23 UNSUITABLE MATERIAL**

A. Description. Unsuitable Material shall conform to Section 19, "Earthwork," of the State Standard Specifications and these specifications. Unsuitable Material, for the purposes of this project, shall be any excavation within the prism of the roadway directed by the Engineer as stated below.

The Engineer may direct the Contractor to perform additional roadway excavation for areas in which unsuitable material is encountered. The depth and limits of the additional excavation shall be determined by the Engineer and any excavation beyond the limits determined by the Engineer shall be at the Contractor's expense. The unsuitable material resulting from the additional roadway excavation shall become the property of the Contractor and shall be removed from the Right of Way. Excavated areas shall be backfilled with class 2 aggregate base and shall be included in the unit price paid for Unsuitable Material and no additional compensation will be made therefor.

B. Measurement. Quantities of Unsuitable Material shall be measured by the cubic yard.

C. Payment. The contract unit price paid for Unsuitable Material as directed by the Engineer shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved including excavation, subgrade preparation, compaction, and excess material disposal as specified in the State Standard Specifications, these specifications, and as directed by the Engineer and no additional compensation will be made therefor.

This item is revocable if not used, therefore, no adjustment in the contract unit prices for Unsuitable Material shall be made for increases or decreases of more than 25 percent of the quantities, and the provisions of Section 9-1.06 of the Special Provisions of these Specifications shall not apply.

#### **10-1.24 ADJUST UTILITY FRAME AND COVER TO GRADE**

A. Description. Frames and covers within areas designated for pavement reconstruction or mill and fill shall be temporarily removed and stored for reuse. The extension rings shall also be removed down to below elevation of the proposed subgrade (bottom of the new pavement structural section). The joint between the existing structure and new component shall be wetted, cleaned and mortared. Adjustment of manholes to grade shall be accomplished by pouring a new concrete encasement with reinforcing steel, resetting the existing frame and cover, and then placing asphalt concrete as necessary.

The openings shall be protected with steel traffic plates. Steel plates bridge the opening at least one manhole diameter beyond the edges of the opening. Steel plates shall be at least one inch (1") thick.

The Contractor shall store, at his sole expense, frames and covers until they are needed for placement at their finished grade. Damaged frames and covers due to Contractor negligence shall be replaced to the satisfaction of the Engineer at the sole cost of the Contractor.

On streets to receive overlay, existing manhole covers, valve covers, cleanout riser covers, pressure relief covers, monument castings and other items listed in these Special Provisions or shown on the proposal, or as directed by the Engineer, shall be adjusted to final grade. The adjustments, which shall not be performed until all of the asphalt concrete surfacing has been placed, shall conform to the provisions in Section 15-2.04, "Reconstruct," of the State Standard Specifications, these Special Provisions, the standard details, and as directed by the Engineer with the following modifications and as amended to include the adjustment of the facilities that do not belong to the City.

All manhole and other utility covers encountered in the area to be paved with asphalt concrete shall be carefully referenced out prior to placement of asphalt by the Contractor and the locations of the cover painted on the surface immediately after paving.

The manhole base shall be covered during the entire operation so that no debris can fall into the sewer and storm drain system. Extreme care shall be taken to prevent spilling foreign material into the drainage or sanitary sewer system. The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any foreign material has fallen into the manhole. The Contractor shall be required to immediately remove all foreign material from the manhole's interior.

All materials removed during adjustment, except the existing frame and cover, shall become the property of the Contractor and shall be disposed of as specified in Section 5-1.20B(4), of the State Specifications. If, in the Engineer's judgment, the existing frame or cover is unsuitable, the existing frame or cover shall be replaced with new frame and cover. Unsuitable frames and covers shall become the property of the Contractor and shall be disposed of as provided above. The cost of replacing unsuitable frames and covers which, in the Engineer's judgment, were damaged by the Contractor's operations shall be at the Contractor's expense.

Utility companies reserve the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify the utility agencies prior to start of construction for any coordination effort, and to determine if the utility owners will perform the work using their own forces.

Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The City Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers.

Portland cement concrete used for adjusting covers shall be Class B, 5 sack minor concrete conforming to the provisions in State Standard Specification Section 51, "Concrete Structures," and shall be 1 inch maximum grading specified in Section 90-1.02C(4)(d), "Combined Aggregate Grading" of the State Standard Specifications.

Mortar used in resetting manhole covers shall conform to the provisions in Section 51-1.02F, "Mortar" of the State Standard Specifications.

Precast concrete elements shall conform to the provisions in Section 70-4, "Precast Concrete Pipe Drainage Facilities" of the State Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facilities.

Dirt, rocks or debris shall not be permitted to enter sewer lines. When manhole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the manhole and sewer pipe.

During sealing or paving operations, all surface structures shall be protected and no adhesive material shall be permitted to fill the joint between the frame and cover.

B. Measurement. Adjust Sewer Manhole to Grade, Adjust Water Valve Box to Grade, Adjust Water Valve Meter Box to Grade in Sidewalk Area and Adjust Gas Valve Box to Grade shall be measured per each frame and cover adjusted to grade.

C. Payment. The contract unit prices for Adjust Sewer Manhole to Grade, Adjust Water Valve Box to Grade, Adjust Water Meter Box to Grade in Sidewalk Area and Adjust Gas Valve Box to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in lowering and/or raising utility frames and covers including but not limited to grinding of adjacent pavement, storage of frames and covers, and placement of steel

traffic plates as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No compensation will be allowed for the work performed by the owners of the facilities.

This item is revocable if not used, therefore, no adjustment in the contract unit prices for Adjust Sewer Manhole to Grade, Adjust Water Valve Box to Grade, Adjust Water Meter Box to Grade in Sidewalk Area and/or Adjust Gas Valve Box to Grade shall be made for increases or decreases of more than 25 percent of the quantities, and the provisions of Section 9-1.06 of the Special Provisions of these Specifications shall not apply.

#### **10-1.25 NOT USED**

#### **10-1.26 NOT USED**

#### **10-1.27 ASPHALT CONCRETE**

A. Description. Asphalt concrete shall comply with all of the requirements of Section 39 "Hot Mix Asphalt" of the State Standard Specifications and as specified herein.

##### **Materials**

Only materials conforming to the specifications shall be incorporated in the work. The materials shall be manufactured, handled and used in a workmanlike manner.

##### **Binder**

The grade of asphalt to be used shall be PG 64-10 asphalt and conform to the requirements of the latest State Standard Specifications for pavement binder.

##### **Aggregates**

Aggregate for asphalt concrete shall conform to the following grading: Section 39-1.04D, "Aggregate" of the State Standard specifications.

The asphalt concrete for the top layer shall be 1/2 inch Type A, Medium. Asphalt concrete for dig-out repairs and under laying layers shall be 3/4 inch Type A, Coarse.

##### **Mixing and Proportioning**

Asphalt concrete shall be hot plant mixed and shall be furnished from the plant at a temperature not to exceed 315 degrees Fahrenheit.

Before producing asphalt concrete or asphalt concrete base, the Contractor shall submit in writing to the Engineer the gradation of the aggregate for each mix which he proposes to furnish. If the aggregate is separated into 2 or more sizes, the proposed gradation shall consist of gradations for individual sizes, and the proposed proportions of individual sizes, combined mathematically to indicate one proposed gradation. The gradation shall meet the applicable grading requirements shown in Section 39-2.02, "Aggregate," and shall show the percentage passing each of the specified sieve sizes.

At least 2 weeks prior to their intended use, the Contractor shall furnish samples of aggregates, in the quantity requested by the Engineer, from the source the Contractor proposes to use for the project. The samples shall have been processed in a manner representative of that for the material to be used in the work. In batch-mixing plants, these samples shall be obtained from the normal sampling area, just before the weighhopper. In continuous mixing plants, the sample shall be



obtained from the normal sampling area, after cold feed proportioning and in advance of the point where the aggregate enters the mixer. The bitumen ratio (pounds of asphalt per 100 pounds of dry aggregate including supplemental fine aggregate, if used) will be determined by the Engineer using California Test 367, or California Test 368 for Open Graded asphalt concrete.

Should the Contractor change the source of supply, the Contractor shall furnish new samples and proposed proportions, as determined by the Engineer to be necessary, at least 2 weeks before their intended use. A change which affects any portion of the total aggregate in the mix will be considered a change in source and will require a new mix design. Up to 3 mix designs will be performed by the State at State expense when the mix design is utilized for one or more working days. The Contractor shall bear all costs involved in developing any mix design not utilized for one or more days and for all mix designs developed after the first 3 that have been so utilized. The Engineer will determine the cost to the State for the mix designs, and the Department may deduct this amount from any moneys due, or that may become due the Contractor under the contract.

Where asphalt concrete or asphalt concrete base is to be produced from established sources and if acceptable to the Engineer, the Contractor may advise the Engineer in writing that the source, gradings and proportions of those aggregates proposed to be furnished are the same as those approved for, and used on, another prior or concurrent project. The project shall be identified by contract number. The Engineer will determine if an existing mix design is acceptable for the current project.

#### Proportioning for Batch Mixing

When the Contractor elects to use batch mixing equipment, each aggregate storage bin shall be equipped with a suitable, safe sampling device which will provide a sample, representative of actual production, of the aggregate discharged into the weighhopper or volumetric proportioning bin. When the samples are taken from a location above ground level, a means shall be provided for lowering the aggregate samples to the ground.

The fine material collected in dust control systems, other than centrifugal collectors or knock-out boxes, shall be proportioned as provided for supplemental fine aggregate in this Section 39-3.03A.

When supplemental fine aggregate is used, it shall be proportioned by weight as provided in "Weight Proportioning" of Section 39-3.03A(1), "Manual Proportioning." A suitable, safe sampling device shall be installed in each feed line or surge tank preceding the weighhopper. The delivery point of samples shall be safe and convenient.

Aggregate and asphalt shall be proportioned by weight or by volume as follows:

#### Manual Proportioning

An automatic plant shall not be operated manually unless the automatic circuitry is disconnected to the extent that the automatic circuitry cannot be activated by the mere operation of a switch, circuit breaker or some other similar routine procedure.

When manual proportioning is used in the production of asphalt concrete or asphalt concrete base, proportioning shall conform to the following:

#### Weight Proportioning

The zero tolerance for aggregate scales shall be 0.5-percent of the total batch weight of the aggregate. The zero tolerance for separate scales for weighing supplemental fine aggregate or asphalt binder shall be 0.05-percent of the total batch weight of the aggregate.

The indicated weight of material drawn from storage for any draft of material shall not vary from the preselected scale setting by more than the following percentages of the total batch weight of the aggregate:

- (1) Aggregate shall be within one percent, except that when supplemental fine aggregate is used and is weighed cumulatively with the aggregate, the draft of aggregate drawn immediately before the supplemental fine aggregate shall be within 0.5-percent.
- (2) Supplemental fine aggregate shall be within 0.5-percent.
- (3) Asphalt binder shall be within 0.1-percent.

- The asphalt binder shall be measured by a tank scale.

#### Volumetric Proportioning

- Each size of aggregate, except supplemental fine aggregate, shall be proportioned in a separate bin that is adjustable in size. Each bin shall have a gate or other device so designed that the bin shall be completely filled and struck off in measuring the volume of aggregate to be used in the mix. Means shall be provided for calibrating the weight of material in each measuring bin at any time. The plant shall be operated in such a manner that the material in each aggregate bin is within 2 percent of the weight preselected for the type of mixture being produced.

- Asphalt binder shall be proportioned by a meter or an adjustable calibrated tank. When meters are used, the asphalt lines leading to asphalt meters shall be full-circulating or shall be regulated so that, during plant stoppages, the temperature of the asphalt does not change more than 15° F from the temperature maintained while the plant is in full operation. Asphalt binder shall be proportioned to within 2 percent of the weight preselected for the mixture being produced.

#### Automatic Proportioning

- When automatic batch mixing is required by the special provisions or when the Contractor elects to use an automatic batching system, the proportioning devices shall be automatic to the extent that the only manual operation required for proportioning all materials for one batch shall be a single operation of a switch or starter.

#### Weight Proportioning

- Automatic proportioning devices shall be of a type in which materials discharged from the several bins are controlled by gates or by mechanical conveyors. The batching devices shall be so interlocked that no new batch may be started until all weighhoppers are empty, the scales are at zero, and the discharge gates are closed. The means of withdrawal from the bins and of discharge from the weigh box shall be interlocked so that not more than one bin can discharge onto any given scale at one time, and that the weigh box cannot be tripped until the required quantity from each of the bins has been deposited therein. In addition, automatic proportioning devices shall be interlocked so that the weighing cycle will be interrupted whenever the amount of material drawn from any storage varies from the preselected amount by more than the tolerances specified in Section 39-3.03A(1), "Manual Proportioning." Whenever the weighing cycle is interrupted, that specific batch shall not be used in the work unless it can be manually adjusted to meet the specified tolerances based on the total weight of the batch. When partial batches are batched automatically, the interlock tolerances, except the zero tolerance, shall apply to the total weight of the aggregate in the partial batch.

- Automatic proportioning devices shall be operated so that all weight increments required for a batch are preset on the controls at the same time. Controls shall be designed so that these settings may be changed without delay, and the order of discharge from the several bins can be changed as directed by the Engineer.

- Automatic proportioning controls shall be equipped with means for inspection of the interlock tolerance settings, and instructions for doing so shall be immediately available at the point of operation.

- In order to check the accuracy of proportioning during plant operation, the Contractor shall provide means to check the weight of various proportioned amounts on a separate scale located at the plant.

#### Volumetric Proportioning

- Asphalt binder shall be proportioned by an adjustable calibrated tank.
- Automatic volumetric proportioning devices shall be of a type which will not allow the bins to discharge into the mixer unless the mixer is empty and the mixer discharge gate is closed and will not operate unless the aggregate bins and asphalt binder tank are full.
- The automatic proportioning device shall operate in such a manner that the material in each aggregate bin and the asphalt binder tank is within 2 percent of the preselected weight.
- In order to check the accuracy of proportioning during plant operation, the Contractor shall provide means to check the weight of various proportioned amounts on a separate scale located at the plant.

#### Proportioning for Continuous Mixing

- Asphalt binder shall be introduced into the mixer through a meter in conformance with the provisions in Section 9-1.01, "Measurement of Quantities." The asphalt meter shall automatically compensate for changes in asphalt temperature, unless the meter is of the weight flow, coriolis effect, type. The system shall be capable of varying the rate of delivery of binder proportionate with the delivery of aggregate. During any day's run, the temperature of asphalt binder shall not vary more than 50° F. The meter and lines shall be heated and insulated. The storage for binder shall be equipped with a device for automatic plant cut-off when the level of binder is lowered sufficiently to expose the pump suction line.
- When supplemental fine aggregate is used, it shall be proportioned by weight by a method that uniformly feeds the material within 2 percent of the required amount. Supplemental fine aggregate shall be discharged from the proportioning device directly into the mixer.
- The supplemental fine aggregate proportioning system shall function with such accuracy that, when operated at between 30 percent and 100 percent of maximum operating capacity, the average difference between the indicated weight of material delivered and the actual weight delivered will not exceed one percent of the actual weight for three 15-minute runs. For any of 3 individual 15-minute runs, the indicated weight of material delivered shall not vary from the actual weight delivered by more than 2 percent of the actual weight.
- The fine material collected in all dust control systems may be returned to the aggregate production stream without proportioning if returned at a rate commensurate with overall plant production, and if returned at or before the mixer. Any return rate of less than 100 percent of the collection rate shall be metered as specified above for supplemental fine aggregate.
- The asphalt feeder, each of the aggregate feeders, the supplemental fine aggregate feeder, if used, and the combined aggregate feeder, shall be equipped with devices by which the rate of feed can be determined while the plant is in full operation.
- The combined aggregate shall be weighed using a belt scale. The belt scale shall be of such accuracy that, when the plant is operating between 30 percent and 100 percent of belt capacity, the average difference between the indicated weight of material delivered and the actual weight delivered will not exceed one percent of the actual weight for three 3-minute runs. For any of the 3 individual 3-minute runs, the indicated weight of material delivered shall not vary from the actual weight delivered by more than 2 percent of the actual weight.
- The actual weight of material delivered for proportioning device calibrations shall be determined by a vehicle scale in conformance with the provisions in Section 9-1.01, "Measurement of Quantities." The vehicle scale shall be located at the plant and shall be sealed within 24 hours of checking the plant's proportioning devices. The plant shall be equipped so that this accuracy check can be made prior to the first operation for a project and at any other time as directed by the Engineer.
- The belt scale for the combined aggregate, the proportioning devices for supplemental fine aggregate, if used, and the asphalt proportioning meter shall be interlocked so that the rates of feed of the aggregates and asphalt will be adjusted automatically (at all production rates and production rate changes) to maintain the bitumen ratio (pounds of asphalt per 100 pounds of dry aggregate

including supplemental fine aggregate, if used) designated by the Engineer. The plant shall not be operated unless this automatic system is operating and in good working condition.

- Asphalt meters and aggregate belt scales used for proportioning aggregates and asphalt shall be equipped with rate-of-flow indicators to show the rates of delivery of asphalt and aggregate, and resettable totalizers so that the total amounts of asphalt and aggregate introduced into the mixture can be determined. Rate-of-flow indicators and totalizers for like materials shall be accurate within one percent when compared directly. The asphalt cement totalizer shall not register when the asphalt metering system is not delivering material to the mixer.

- The bin or bins containing the fine aggregate and supplemental fine aggregate, if used, shall be equipped with vibrating units or other equipment which will prevent any hang-up of material while the plant is operating. Each belt feeder shall be equipped with a device to monitor the depth of aggregate between the troughing rollers. The device for monitoring depth of aggregate shall automatically shut down the plant whenever the depth of aggregate is less than 70 percent of the target depth. To avoid erroneous shutdown by normal fluctuation, a delay between sensing less than 70 percent flow and shutdown of the plant will be permitted, as determined by the Engineer, at the time of the initial California Test 109. A second device shall be located either in the stream of aggregate beyond the belt or where it will monitor movement of the belt by detecting revolutions of the tail pulley on the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall stop the plant automatically and immediately when there is no flow. The plant shall not be operated unless both low-flow and no-flow devices are in good working condition and functioning.

- The Contractor shall determine the moisture content of the aggregate at least once during each 2 hours of production and shall adjust the moisture control equipment accordingly.

- For continuous pugmill mixing plants an aggregate sampling device which will provide a 60-pound to 80-pound sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the mixer.

- For drier-drum mixing plants an aggregate sampling device which will provide a 60-pound to 80-pound sample of the combined aggregate while the plant is in full operation shall be provided in advance of the point where the aggregate enters the drier-drum mixer.

- When the samples are taken from a location above ground level, a means shall be provided for lowering the aggregate samples to the ground.

- When supplemental fine aggregate is used, a suitable, safe sampling device shall be installed in each feed line or surge tank preceding the proportioning device for the supplemental fine aggregate.

#### MIXING

- Aggregate, supplemental fine aggregate and asphalt binder shall be mixed in a batch mixer, continuous mixing pugmill mixer or continuous mixing drier-drum mixer. The asphalt content of the asphalt mixture will be determined by extraction tests in conformance with the requirements in California Test 310 or 362, or will be determined in conformance with the requirements in California Test 379. The bitumen ratio (pounds of asphalt per 100 pounds of dry aggregate including supplemental fine aggregate if used) shall not vary by more than 0.5-pound of asphalt above or 0.5-pound of asphalt below the amount designated by the Engineer. Compliance with this requirement, except for Open Graded asphalt concrete, will be determined by testing samples taken from the mat behind the paver before initial or breakdown compaction of the mat.

- For Open Graded asphalt concrete, compliance with this requirement will be determined either by taking samples from trucks at the plant or from the mat behind the paver before initial or breakdown compaction of the mat. If the sample of Open Graded asphalt concrete is taken from the mat behind the paver, the bitumen ratio shall be not less than the amount designated by the Engineer, less 0.7-pound of asphalt per 100 pounds of dry aggregate, nor more than the amount designated by the Engineer, plus 0.5-pound of asphalt per 100 pounds of dry aggregate.

- The charge in a batch mixer, or the rate of feed to a continuous mixer, shall not exceed that which will permit complete mixing of all of the material. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments.

- Asphalt binder shall be at a temperature of not less than 250° F nor more than 375° F when added to the aggregate.
- The temperature of the aggregate before adding the binder, except for Open Graded mixes, shall be not more than 325° F. The temperature of the aggregate for Open Graded mixtures shall be not more than 275° F.

#### Batch Mixing

- When asphalt concrete or asphalt concrete base is produced by batch mixing, the mixer shall be equipped with a sufficient number of paddles of a type and arrangement to produce a properly mixed batch.
- The binder shall be introduced uniformly into the mixer along the center of the mixer parallel to the mixer shafts, or by pressure spraying. When a pan is used, the pan shall be equipped with movable vanes in order that the flow of binder may be directed across the width of the pan, as desired. The vanes shall be equipped with a means for quick adjustment, and a positive lock to prevent shifting.
- The mixer platform shall be of ample size to provide safe and convenient access to the mixer and other equipment. The mixer housing and weighbox housing shall be provided with gates of ample size to permit ready sampling of the discharge of aggregate from each of the plant bins and from each feed line or surge tank of supplemental fine aggregate, if used. The Contractor shall provide a sampling device capable of delivering a representative sample of sufficient size to permit the required tests.
- The mixer shall be equipped with a timing device which will indicate by a definite audible or visual signal the expiration of the mixing period. The device shall measure the time of mixing within 2 seconds.
- The time of mixing a batch shall begin on the charging stroke of the weighhopper dumping mechanism and shall end when discharge is started. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly coated aggregates of unchanging appearance is produced. The time of mixing shall be not less than 30 seconds.
- When automatic proportioning or automatic batch mixing is required by the special provisions or when the Contractor elects to use an automatic batching system, an interval timer shall control the time of mixing. The interval timer shall be interlocked so that the mixer cannot be discharged until all of the materials have been mixed for the full time specified.

#### Continuous Mixing

- Continuous mixing plants shall utilize pugmill or drier-drum mixers.
- When asphalt concrete or asphalt concrete base is produced by pugmill mixing, the mixer shall be equipped with paddles of a type and arrangement to provide sufficient mixing action and movement to the mixture to produce properly mixed asphalt concrete or asphalt concrete base. The combined aggregate shall be fed directly from the drier to the mixer at a uniform and controlled rate.
- Mixing shall continue until a homogeneous mixture of thoroughly and uniformly coated aggregates of unchanging appearance is produced at discharge from the mixer.
- Temperature of the completed mixture shall not exceed 325° F at discharge from the mixer. The mixer shall discharge into a storage silo with a capacity of not less than that specified in these provisions.

#### ASPHALT CONCRETE AND ASPHALT CONCRETE BASE STORAGE

- When asphalt concrete or asphalt concrete base is stored, the asphalt concrete or asphalt concrete base shall be stored only in silos. Asphalt concrete or asphalt concrete base shall not be stockpiled. The minimum quantity of asphalt concrete or asphalt concrete base in any one silo during mixing shall be 20 tons except for the period immediately following a shutdown of the plant of 2 hours or more. A means shall be provided to indicate that storage in each silo is being maintained as required.

- Storage silos shall be equipped with a surge-batcher sized to hold a minimum of 2 tons of material. A surge-batcher consists of equipment placed at the top of the storage silo which catches the continuous delivery of the completed mix and changes it to individual batch delivery and prevents the segregation of product ingredients as the completed mix is placed into storage. The surge-batcher shall be center loading and shall be thermally insulated or heated or thermally insulated and heated to prevent material buildup. Rotary chutes shall not be used as surge-batchers.
- The surge-batcher shall be independent and distinct from conveyors or chutes used to collect or direct the completed mixture being discharged into storage silos and shall be the last device to handle the material before it enters the silo. Multiple storage silos shall be served by an individual surge-batcher for each silo. Material handling shall be free of oblique movement between the highest elevation (conveyor outfall) and subsequent placement in the silo. Discharge gates on surge-batchers shall be automatic in operation and shall discharge only after a minimum of 2 tons of material has been collected and shall close before the last collected material leaves the device. Discharge gate design shall prevent the deflection of material during the opening and closing operation.
- Open Graded asphalt concrete stored in excess of 2 hours, and any other asphalt concrete or asphalt concrete base stored in excess of 18 hours, shall not be used in the work. Asphalt concrete or asphalt concrete base with hardened lumps in the mixture shall not be used. Any storage facility which contained the material with the hardened lumps shall not be used for further storage until the cause of the lumps is corrected. The Contractor shall provide a means of diverting the flow of asphalt concrete or asphalt concrete base away from the silo to prevent incompletely mixed portions of the mixture from entering the silo

#### Mix Design

The mix design shall indicate the percentage passing for each specified sieve, the percent asphalt, the laboratory compacted unit weight, the theoretical unit weight (Rice Gravity), and the stability of the mix to be used for each asphalt concrete mixture to be incorporated on the project. The mix design, with allowable tolerance for a single test, shall be used for job control. In no event shall there be less than 2 percent passing the No. 200 sieve.

#### MIX DESIGN TOLERANCES

<u>Test</u>		<u>Individual Test Results</u>	<u>Test Method No. Calif.</u>
Loss in L.A. Rattler (After 500 rev)		45% Max	211
Kc and Kf		1.8 Max	303
Sand Equivalent		45 Min	217
Stabilometer Value	3/4"	37 Min	304
	1/2"	37 Min	30
	3/8"	30 Min	304
Moisture Vapor Susceptibility		30 Min	307
Swell		0.030" Max	305
Lab Compacted Density			304
Maximum Specific Gravity			ASTM D-2041
Air Voids Content, %			4 Min - 5 Max

#### Tack Coat

The tack coat shall be SS-1h, SS-1, RS-1, or PG 64-10, meeting the requirements of Section 94 of the State Standard Specifications.

### Submittals

The Contractor shall furnish the Engineer, at least ten (10) working days prior to the start of work, a list of sources of materials together with a Certificate of Compliance indicating that materials to be incorporated in the work fulfill the requirements of these specifications and a mix design for the asphalt concrete. The Certificate of Compliance shall be signed by the material supplier or his representative. It is the intent of these specifications that materials to be incorporated in the work must meet the requirement of these specifications after incorporation in the paved area shown on the plans. The Contractor shall be responsible for all costs associated with the required mix design.

Mix designs submitted less than ten (10) days in advance of scheduled placement shall be subject to a \$250.00 fee for expediting their review. The expediting fee shall be subtracted from the final payment for the project. If mix designs are not submitted within two (2) days prior to paving, they shall be rescheduled.

All delivery tickets shall have the oil types, oil content, and plant identification on each delivery ticket. Material delivered to the project without such information on the delivery ticket shall be subject to rejection. No payment or compensation shall be granted for material so rejected.

### Sampling

The Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Engineer reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Engineer shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier.

### **Construction**

#### General

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Engineer. All mixtures shall be spread at a temperature not less than 275 degrees Fahrenheit, and not greater than 315 degrees Fahrenheit. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

### **Equipment**

#### Paving Machine

Asphalt pavers shall be mechanical spreading and finishing equipment, provided with a screed or strikeoff assembly capable of distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

#### Compactive Rollers

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings. Other compaction equipment shall conform to Section 39-5.02 of the State Standard Specifications.

#### Hand Equipment

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

#### Tack Coat

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces.

If the paving oil or emulsion is applied undiluted, it shall be applied at a rate of 0.05 to 0.15 gallons per square yard. If the emulsion is applied diluted 1:1 with water, it shall be applied at a rate of 0.10 to 0.30 gallons per square yard, as directed by the Engineer.

#### Workmanship

##### Compaction

Asphalt concrete shall be compacted to an average relative density of 96.5 percent of the laboratory compacted unit weight (Cal TM 304). Tests will be run at random locations to verify compaction. No single test shall be less than 95 percent. Compaction of the mix will be determined by use of a nuclear density gauge and/or cores.

The laboratory compacted unit weight will be determined from the mix design, a prequalified or production sample of the asphalt concrete proposed to meet the requirements of these specifications.

Finish rolling shall be started after the pavement has cooled sufficiently to permit removal of the roller marks and shall be continued in whatever direction is necessary to produce a pavement free of indentations. Roller marks shall be removed by reheating the pavement with hand torches and rerolling if necessary.

##### Thickness

The compacted total thickness of any course, other than leveling courses, shall have an average thickness at least equaling the designated thickness. The minimum thickness at any location shall not be less than the specified thickness minus 1/4 inch.

For pavements over 4 inches, the pavement shall have an average total thickness which equals or exceeds the total specified section thickness. The minimum thickness at any location shall not be less than the specified thickness minus 1/2 inch.



### Finished Surface

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility. Water may be used to determine positive drainage slope.

### Cold Joints

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass.

Longitudinal pavement joints shall be on, or as close as possible to, the lane lines. The Engineer shall determine the locations of the longitudinal pavement joints.

### Asphalt Concrete Leveling Course

Asphalt Concrete Leveling Course shall conform to the applicable provisions of Section 39, "Hot Mix Asphalt" of the Standard Specifications, the plans and these Special Provisions. Asphalt concrete for leveling course shall be 3/8 inch maximum, type "A".

Asphalt concrete leveling course shall be placed on all uneven sections of the pavement to ensure that subsequent layers of rubberized asphalt and asphalt concrete will be of uniform thickness and shall meet surface tolerance requirements in accordance with Section 39-1. 10 and 39-3.03 of the State Standard Specifications.

Asphalt leveling course shall be spread to produce uniform smoothness and to level existing pavement irregularities including but not limited to dip areas, depressions and void areas greater than 1/2" or at locations designated by the Engineer. A paint binder shall be applied to all surfaces receiving leveling course prior to spreading leveling course.

The amount of asphalt binder to be mixed with the aggregate for asphalt concrete leveling course will be determined by the Contractor in conformance with these provisions. The Contractor shall submit in writing to the Engineer a job mix formula at least 10 working days prior to the start of

paving operations for approval. The Contractor is responsible to submit the proper job mix formula representing the mix to be produced and supplied to the project. Contractor shall be responsible for all costs for mix design and testing to support the design mix. No bituminous mixture for pavement shall be produced until a job mix formula has been approved by the Engineer. The job mix formula shall include as a minimum:

Percent passing each sieve size

Percent of asphalt binder

Asphalt grade

Source of each aggregate to be used

Results of test for aggregate quality requirements specified in these Special Provisions and Section 39-2.02B of the Standard Specifications

Individual bin gradations (hot for batch, cold for drum plant).

Percentage of each bin.

Graphical plots of density, air voids, and stability

The Contractor shall submit samples to the Engineer, upon request, for job mix formula verification testing. The job mix formula for each mixture shall be in effect until modified in writing by the Engineer. Should a change in sources of material be made, a new job mix formula must be approved by the Engineer before the new material is used.

Asphalt concrete leveling course shall be produced at a central mixing plant.

Asphalt Binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the Standard Specifications. Asphalt binder shall be paving asphalt PG64-10, unless otherwise directed by the Engineer.

Liquid emulsion SS-1h shall be in conformance with Section 94, "Asphaltic Emulsions", of the Standard Specifications. No fog seal will be required.

#### **B. Measurement.**

- Quantity of Hot Mix Asphalt will be measured by the ton.
- Quantity of Hot Mix Asphalt Base Repair will be measured by the square foot.

#### **C. Payment.**

- Payment for Hot Mix Asphalt shall be at the contract price per ton and shall be considered full compensation for all labor, materials, tools, equipment, and incidentals to do all the work involved. The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.
- Payment for Hot Mix Asphalt Base Repair shall be at the contract price per square foot and shall be considered full compensation for all labor, materials, tools, equipment, and incidentals to do all the work involved, including any removal and disposal of pavement section specified per plan sheets and any pavement fabric. Asphalt Concrete for base repairs will be included in the contract price paid for Hot Mix Asphalt Base Repairs and no additional compensation will be allowed therefor.

**10-1.28 NOT USED**

## 10-1.29 TRAFFIC STRIPING

### Thermoplastic Stripes and Pavement Markings

Description. Section 84 "Traffic Stripes and Pavement Markings" of the State Standard Specifications shall apply, except as herein modified or supplemented. Traffic stripings and pavement markings shall be thermoplastic unless noted otherwise. Striping "Details" shall be as described in Chapter 6, "Markings," of the State Traffic Manual and as shown in the 2010 State of California Department of Transportation Standard Plans. Striping and marking shall be done at locations of existing striping and marking. Pavement markers required for traffic stripes, if any, shall be installed as specified in Section 10-1.30 of these Special Provisions. Color shall be as shown on the plans and/or as specified by the City in the field.

### Pavement Markers

Description. This work shall consist of furnishing and placing pavement markers as designated by the Engineer in conformance with Section 85, "Pavement Markers," of the State Standard Specifications, the details on the plans, and these special provisions.

The Contractor must furnish a certificate of compliance for markers and rapid-set type adhesive.

The maximum allowable tolerances for positioning the markers shall be as follows:

1. Slanted toward the traffic lane – 5/8 inch in the 4 inch width of the marker.
2. Slanted away from the traffic lane – 1/4 inch in the 4 inch width of the marker.

In lieu of the provision in the first paragraph in Section 85-01.03, "Construction" of the State Standard Specifications, the adhesive shall be rapid-set type.

### Execution

Reference - Layout markings shall be approved by the Engineer prior to performing the painting. All new striping and markings shall coincide as nearly as possible with the original unless otherwise directed by the Engineer. Work shall be in conformance with Sections 84 and 85 of the State Specifications, as modified herein. Striping and marking layout shall be in accordance with the State Traffic Manual details, except as modified by the Engineer.

Locations and Control - Striping and marking shall be done at locations of existing striping and marking, except as modified by project plans or the Engineer. Advance spotting and recording of angle points, end points, and other control points, plus color and line detail type, shall be performed by the Contractor. Any uncertainties shall be discussed with Engineer prior to application. Permanent striping and markings shall be placed no sooner than (7) and no later than (10) calendar days after the pavement is placed.

Removal of Existing Pavement Striping and Markings - All existing thermoplastic striping and markings and existing striping and markings designated by the Engineer within the areas to be overlaid shall be removed prior to placing of overlay pavement. Removal shall be performed by grinding such that not less than fifty percent (50%) of the underlying pavement is exposed. Contractor's attention is directed to "Remove Yellow Traffic Stripe and Pavement Markings" of these specifications. All material resulting from grinding operations of the existing pavement striping and markings shall become the property of the Contractor and shall be removed from the Right of Way.

The cost of removing existing white pavement stripes and markings shall be included in the bid price per linear foot of Striping or per square foot of Pavement Markings installed and no additional compensation will be made therefor. The cost of removing yellow pavement stripes and markings shall be paid separately.

**B. Measurement.**

- The quantity for Install Detail 2 Centerline (Thermoplastic) shall be the actual number of lineal feet installed complete and in place, as measured in the field.
- The quantity for Install Detail 22 shall be the actual number of lineal feet installed complete and in place, as measured in the field.
- The quantity for Install 12" Stripe (Thermoplastic) shall be the actual number of lineal feet installed complete and in place, as measured in the field.
- The quantity for Install Pavement Markings (Thermoplastic) shall be the total square footage of the markings installed complete and in place, as measured in the field. The square feet of the specific details as given in the State Standard Plans A20-A through A24-D shall be used for those details listed in the bid schedule.
- The quantity for Install Blue Fire Hydrant Marker shall be by each marker installed complete and in place, as measured in the field.

**C. Payment:**

- Payment for Install Detail 2 Centerline (Thermoplastic) will be at the contract unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing traffic stripes and markings, including any necessary cat tracks, dribble lines and layout work, complete in place, as shown on the plans, required by these special provisions, and as directed by the Engineer. For stripes requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. The price for pavement markers required for traffic stripe, if any, is included in the unit price for traffic stripe. Payment shall be made at the contract unit prices as indicated in the Bid Schedule.
- The quantity for Install Detail 22 will be at the contract unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing traffic stripes and markings, including any necessary cat tracks, dribble lines and layout work, complete in place, as shown on the plans, required by these special provisions, and as directed by the Engineer. For stripes requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. The price for pavement markers required for traffic stripe, is included in the unit price for traffic stripe. Payment shall be made at the contract unit prices as indicated in the Bid Schedule.
- The quantity for Install 12" Stripe (Thermoplastic) will be at the contract unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing traffic stripes and markings, including any necessary cat tracks, dribble lines and layout work, complete in place, as shown on the plans, required by these special provisions, and as directed by the Engineer. For stripes requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. The price for pavement markers required for traffic stripe, if any, is included in the unit price for traffic stripe. Payment shall be made at the contract unit prices as indicated in the Bid Schedule.
- The quantity for Install Pavement Markings (Thermoplastic) will be at the contract unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing traffic stripes and markings, including any necessary cat tracks, dribble lines and layout work, complete in place, as shown on the plans, required by these special provisions, and as directed by the Engineer. For

stripes requiring multiple lines, the composite section will count as a lineal foot of striping for payment, not the total length of the individual component lines. The price for pavement markers required for traffic stripe, if any, is included in the unit price for traffic stripe. Payment shall be made at the contract unit prices as indicated in the Bid Schedule. The square feet of the specific details as given in the State Standard Plans A20-A through A24-D shall be used for those details listed in the bid schedule.

- The quantity for Install Blue Fire Hydrant Marker will be at the contract unit price and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in placing each marker, including any necessary layout work, complete in place, as shown on the plans, required by these special provisions, and as directed by the Engineer.

### **10-1.30 PAVEMENT REINFORCING FABRIC AND ENGINEERED PAVING MAT**

A. Description. Pavement reinforcing fabric may be placed as part of the digout repairs. A power broom must be used to sweep and vacuum the pavement before installing the pavement fabric or engineered paving mat. Installation of the pavement reinforcement fabric shall conform to Section 39-4.03 of the State Standard Specifications. The fabric shall be placed following the leveling course unless otherwise directed by the Engineer. Large cracks, spalls and chuckholes in the existing pavement shall be repaired prior to placement of the fabric as directed by the Engineer. Prior to placing the pavement reinforcing fabric a binder of paving asphalt shall be applied to the surface to receive the fabric at a rate of 0.25 to 0.30 gallons per square yard. The paving mat must be installed over a hot asphalt tack coat. Tack shall be AC-20, 64-22 or 80-100 penetration grade of asphalt applied at a rate of 0.21 to 0.25 gallons per square yard (g/sy). If atmospheric temperatures are above 100°F then AC-30, 64-22, or 80-100 should be used. The temperature of the tack coat should not drop below 280°F with a maximum temperature of 400°F.

Pavement reinforcing fabric shall conform to the requirements in Section 88-1.02, "Pavement Reinforcing Fabric" of the State Standard Specifications.

B. Measurement: Pavement Reinforcing Fabric shall be measured by each square yard of fabric or mat placed, and based on the area outlined and marked by the City.

C. Payment. Compensation for Pavement Reinforcing Fabric shall be considered as included in the various contract prices paid for the applicable bid items and shall include full compensation for furnishing all labor, equipment and materials required to install fabric, tack oil and traffic control, and all other related work, and no separate payment will be made.

This item is revocable if not used, therefore, no adjustment in the contract unit price for Pavement Reinforcing Fabric shall be made for increases or decreases of more than 25 percent of the quantities, and the provisions of Section 9-1.06 of the Special Provisions of these Specifications shall not apply.

### **10-1.31 WATER POLLUTION CONTROLS**

A. Description: Attention is directed to Section 13, "Water Pollution Control", of the State of California Department of Transportation Standard Specifications and section 10, "Construction Details" of these Special Provisions. A Storm Water Pollution Prevention Plan (SWPPP) must be submitted and accepted by the City Engineer prior to the start of work, and measures included in the Appendix of these Special Conditions, must be submitted and approved by the City Engineer prior to the start of work. The SWPPP measures shall be installed as specified. The Contractor shall take all measures necessary to keep all substances used in or resulting from his work out of the gutters, storm drains and creeks. To this effect, the Contractor shall employ the "Best

Management Practices (BMP's) for Construction and New Development" required by the City, and, when a SWPPP is included in these Special Provisions, Contractor shall comply with the SWPPP. Contractor shall maintain all temporary erosion and/or sediment controls, including removing sediment trapped at storm drain inlets as needed after rain so that said inlets remain functional. Attention is directed to Section 13, "Water Pollution Control", of the Standard Specifications, and these Special Conditions.

The plan shall contain measures necessary to keep all substances used in or resulting from his work out of the gutters, storm drains and creeks, including but not limited to: employee and subcontractor training and instruction, dry cleanup of spills, proper disposal of cement and paint, proper handling of hazardous materials and hazardous waste, blocking of storm drains, shoveling dirt and debris from gutters, covering materials stored outside, sweeping pavements and approach streets, and erosion controls (straw bales, silt fences, detention basins, etc.) at grading sites. It shall be the Contractor's responsibility to monitor and maintain all such measures on a daily or more frequent basis, including on non-work days and during storms. In addition, all catch basins (both new and existing) at the project site, and which are determined by the City Engineer to have been affected by the construction, shall be cleaned out by the Contractor at the end of the project.

Routine stormwater construction inspections shall occur throughout the project. The Contractor shall have personnel available on site at all times to accompany the City Engineer or City stormwater inspector on inspections, if necessary. A sample stormwater construction inspection form is included in the Appendix. Inspections shall include, but are not limited to items listed on the form.

Contractor shall maintain all SWPPP measures, including removing sediment trapped at storm drain inlets as needed after rain so that said inlets remain functional.

A fine of \$500 shall be assessed to the Contractor for each calendar day when the measures are not properly installed or maintained, as determined by the Engineer.

B. Measurement: Storm Water Pollution Prevention Plan shall be measured by the lump sum for "Storm Water Pollution Prevention Plan," as contained in the Bid.

C. Payment: Storm Water Pollution Prevention Plan shall be paid for by the contract lump sum contract price for "Storm Water Pollution Prevention Plan," as contained in the Bid. The contract lump sum price paid shall include full compensation for all work involved for preparation of the Storm Water Pollution Prevention Plan, furnishing all labor, tools, equipment and incidentals associated with the Program, and maintenance of the Program, as specified in the specifications, and as directed by the Engineer. Full compensation for conforming to the requirements of this section shall be considered as included in the contract price for Stormwater Pollution Prevention Plan and no additional compensation will be allowed therefore.

#### **10-1.32 NOT USED**

## **APPENDICES**



# CONSTRUCTION & DEMOLITION DEBRIS RECYCLING

APN: \_\_\_\_\_ Building Permit #: \_\_\_\_\_ J# \_\_\_\_\_ (if applicable) Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Owner Mailing Address: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_ Company: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Jobsite Address: \_\_\_\_\_ Building Type: ☐ SF Res.-New ☐ NonRes-New ☐ NonRes-Addt./renov. ☐ Multifamily

**1** Does your project meet any of the below criteria?

YES

Fill out the rest of this form. If no, check this box:

☐ The below criteria do not apply to my project.

**Non-residential**

- Any new construction project that requires a permit
- Any demolition projects that require a permit
- Any additions that require a permit
- Any alterations that require a permit

**Residential**

- Any new construction project that requires a permit
- Any demolition projects that require a permit
- Any additions or alterations that increase the building's conditioned area, volume, or size

**2** Will you use a Richmond Sanitary Service debris box?

YES

When setting up service, tell Richmond Sanitary Service this is for "C&D Recycling." When scheduling final inspection, bring in or send in receipts and weight tickets from the transfer station showing that your waste material went to "C&D Recycling." Remember, never put garbage in construction waste!

NO

**3** Will you haul your construction & demolition waste yourself?

YES

At final inspection, show receipts and weight tickets from the transfer station showing that your waste material went to "C&D Recycling." Remember, never put garbage in construction waste!

NO

**4** Fill out the next page.

Pre-

Construction Waste Management Plan (WMP) Instructions



Effective January 1, 2016, certain residential and non-residential building construction and demolition projects must meet Title 24 California Green Building Standards Code (CALGreen). For these projects, 65% of all waste generated must be recycled.

Specify in the table below the types and quantities of materials **expected** to be generated in your project. Indicate whether they will be reused on-site, recycled or disposed by completing the form below.

Material	Reuse	Recycle	Dispose	Facility/Service Providers to be used
Asphalt				
Brick				
Cardboard				
Carpet				
Concrete/Shotcrete				
Dirt/Clean Fill				
Gypsum Dry Wall **				
Job office paper, glass & plastic bottles, cans – Collect separately				
Metals				
Plant/ Tree Debris				
Roofing – asphalt composition shingle, tile, wood shake, tar or gravel				
Rock/Stone				
Wood (Pallets, lumber) **				
Other				



## Construction Waste Management Report – Post Construction/Demolition

*Final Inspection will not be scheduled until completed plan is submitted*

**CITY of SAN PABLO**  
*City of New Directions*

APN: \_\_\_\_\_ Building Permit #: \_\_\_\_\_ J# \_\_\_\_\_ (if applicable) Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Owner Mailing Address: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Jobsite Contact: \_\_\_\_\_ Company: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Jobsite Address: \_\_\_\_\_ Building Type: ☐ SF Res.-New ☐ NonRes-New ☐ NonRes-Addt./renov. ☐ Multifamily

Identify which materials were reused, recycled or disposed by completing the table below. If the materials were reused on site, describe the reuse application under the facilities/service providers' column. Salvaged materials from deconstruction should be designated as reuse. **Further instructions are on the back of form.**

Material	Reuse	Recycle	Dispose	Actual Facility/Service Providers Used	Weight (tons)
Asphalt					
Brick					
Cardboard					
Concrete/ Shotcrete					
Dirt/Clean Fill					
Gypsum Dry Wall					
Job office paper, glass & plastic bottles, cans, other					
Metal					
Plant /Tree Debris					
Roofing - asphalt composition shingle, tile, wood shake, tar or gravel					
Rock/stone					
Wood (pallets, lumber, etc)					
Other					
Other					

### Material Recovery Summary

Total tons of materials disposed (not recycled): \_\_\_\_\_

Total tons of materials salvaged, reused, or recycled: \_\_\_\_\_

Percentage of materials recycled/reused: \_\_\_\_\_ %

Calculate pounds disposed per square footage of project \_\_\_\_\_

I certify that I have read the CalGreen Title 24 Building Code and understand the requirements of Section 4.408, 5.408, 301.1.1 and 301.3. The information I have provided is accurate to the best of my ability and meets the regulations.

Contractor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor license #: \_\_\_\_\_

# Construction Waste Management Report (CWMR) Post-Construction/Demolition Instructions

## CWMR (Post-Construction/Demolition):

This form must be filled out if contractor does not use Richmond Sanitary Service debris box service.

- Indicate the types and quantity of debris that were actually generated from the project (tons).
- Specify whether each material was reused, recycled or disposed
- Provide the name of each facility or service that was actually used for each type of material
- Attach receipts or gate-tags for all materials to verify their destination including subcontractors loads
- If using the "Waste Stream Reduction Alternative" method, add together all waste disposed and divide by the square footage of project. Residential projects must be less than 4lbs/sf and non-residential and high rise buildings (4 stories or more) must be less than 2 lbs/sf.
- Provide any additional information (including photographs) that are relevant to determining compliance with the code
- Sign at the bottom

Upon completion of construction and demolition activities, but before the final inspection, the person responsible for the project shall submit the CWM Report and the required documentation (listed above) to demonstrate achievement of the diversion requirement. Submit the report to the building department for approval.

The CWM Report will be reviewed and a determination made as to whether the project manager achieved the diversion requirement and demonstrated compliance with the code. Questions can be directed to the city's building department.



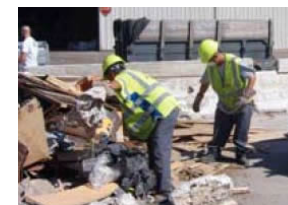
Sheetrock

Mixed C&D materials are sorted, recycled, and reused if garbage is kept separated.

Metals



Cardboard



Wood



## TEMPORARY ACCESS AGREEMENT AND RIGHT OF ENTRY

APN \_\_\_\_\_ or street address ("Property")

This Temporary Access Agreement and Right of Entry ("Agreement") is entered into as of \_\_\_\_\_ 201\_ between the City of San Pablo, a municipal corporation ("City") and \_\_\_\_\_. ("Grantee"). By this Agreement, City grants to Grantee the right to enter upon the Property shown on the attached and incorporated Exhibit "A" subject to the following terms and conditions:

1. **Purpose.** Grantee desires to \_\_\_\_\_ on the Property, as described [in the Temporary Use Permit attached as Exhibit "B"]. This Right of Entry and Temporary Access is granted to Grantee solely for the purpose of allowing Grantee and its representatives, contractors, consultants and agents (collectively "Grantee" for purposes of this Agreement) to \_\_\_\_\_ as further described in Grantee's application to the extent not inconsistent with the terms of this Agreement. This Agreement does not allow for any other use or work of any other nature on the Property. No hazardous materials shall be brought or handled at any time on the Property.

2. **Term.** The Grantee's right of entry and right of access to the Property shall commence on \_\_\_\_\_ 20\_\_ and shall automatically terminate on \_\_\_\_\_. This Agreement is revocable immediate upon notice by City. Upon notice of revocation, Grantee shall suspend all activity on the Property immediately.

3. **Condition of Property.** Grantee shall make no improvements to the Property without City's approval. Grantee shall be responsible for all damage to the Property and shall immediately restore the Property to its current condition at the expiration or termination of this Agreement, as directed by City. Grantee shall provide \_\_\_\_\_ as security to ensure the property is restored.

4. **Notice to City.** The day that Grantee desires access to the Property, Grantee shall first contact \_\_\_\_\_. City retains the right to enter the Property at all times.

5. **Utilities and Other Expenses.** Grantee agrees to pay for all costs related to use of the Property, including any utility costs.

6. **Assumption of Risk Releases and Indemnity.** On behalf of itself and its agents, representatives, assigns, employees and contractors, Grantee assumes all risk of loss or injury arising from its entry onto the Property. City, its officers, agents, contractors, volunteers and employees shall not be liable for any injury, sickness, disease or death or any person or damage to property directly or indirectly related to any act or failure to act arising from Grantee's entry or use of the Property. Grantee shall indemnify, hold harmless, and defend City, its officers, agents, contractors, volunteers and employees from and against any and all liability, costs, or expense for loss of or damage to property, or for liability, costs, or for injuries to, sickness, disease or death of any person (including, but not limited to, the property and employees of each party to this Agreement) arising or resulting from Grantee's entry on and use of the Property. This provision shall survive termination of this Agreement.

7. **Insurance.** This right to enter the Property shall not be effective until evidence of insurance acceptable to the City is provided. Grantee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

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

i. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 20 11 01 96).

ii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).

iii. Property Insurance against all risks of loss to any tenant improvements or betterments.

b. Minimum Limits of Insurance. Grantee shall maintain limits no less than:

i. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, property damage and contractual liability. If Commercial General 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. If Grantee's is working within 50 feet of a railroad right of way, the Grantee shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

ii. Workers' Compensation as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

iii. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

iv. Property Insurance: Full replacement cost with no coinsurance penalty provision for all personal property.

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

d. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

i. The City, its officers, officials, employees, volunteers, contractors and agents are to be covered as insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.

ii. The Grantee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, volunteers, contractors and agents. Any insurance or self-insurance maintained by the City its officers, officials, employees, volunteers, contractors and agents shall be in excess of the Grantee's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) day's prior written notice has been provided to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

f. Verification of Coverage. Lessee shall furnish City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

g. Contractors and Subcontractors. Grantee's insurance shall cover work by its contractors and subcontractors or the contractors and subcontractors must provide evidence of meeting the insurance requirements set forth above.

h. Higher limits. If Grantee maintains higher limits than the minimums above, City requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

i. Subrogation. Grantee hereby grants to City a waiver of any right to subrogation which any insurer of Grantee may acquire against City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

j. Modification. Grantee reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

8. **No Assignment.** Grantee shall not assign or otherwise transfer any rights under this Agreement, and any purported assignment or transfer shall automatically revoke the right to enter the Property.

9. **Compliance with Laws.** Grantee shall obtain and maintain all permits and approvals required for the activities under this Agreement and shall comply with all laws and regulations now in effect or that may become effective during the term of this Agreement. Duties and obligations imposed by this Agreement and rights and remedies available under this Agreement are in addition to, and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Grantee's entry and use of the Property, then Grantee, at its sole cost, shall clean all affected property to the satisfaction of the City and any governmental body having jurisdiction.

10. **No Dedication.** Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever.

11. **Possessory Interest Tax.** Grantee acknowledges that Contra Costa County may impose a possessory interest tax for its use of the Property, and if such tax is imposed that Grantee shall be responsible for its payment.

12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. **Attorneys' Fees.** In the event that either party institutes any action, suit or other

dispute resolution proceeding based on this Agreement against the other party, the prevailing party is entitled to receive all costs and expenses associated with the actions, suit or proceeding, but not limited to attorneys' fees and court costs.

14. **No waiver**. No waiver by any party, at any time, of any breach of any provision of this Agreement shall be deemed a waiver or breach of any other provision or consent to a subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed consent to or approval of such action on any subsequent occasion or consent or approval of any other action.

15. **Agreement Construction**. The parties acknowledge that this Agreement, as executed, shall not be construed for or against either party.

16. **Amendment of Agreement**. This Agreement may only be amended by a written instrument signed by both parties.

17. **Entire Agreement**. This Agreement represents the entire agreement between City and Grantee regarding entry upon the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above first.

CITY: City of San Pablo

By \_\_\_\_\_  
Date \_\_\_\_\_, 201\_\_

GRANTEE: \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_, 201\_\_

Exhibits:

A – Description of Property  
[B – Temporary Use Permit]



## City of San Pablo Employee Holiday Schedule for 2017

Sunday, <b>January 1<sup>st</sup></b> Office Closed <b>Monday, January 2<sup>nd</sup></b>	New Year's Day (Observed for 1/1/17)
Monday, <b>January 16<sup>th</sup></b>	Martin Luther King Jr., Day
Monday, <b>February 20<sup>th</sup></b>	President's Day
Monday, <b>May 29<sup>th</sup></b>	Memorial Day
Tuesday, <b>July 4<sup>th</sup></b>	Independence Day
Monday, <b>September 4<sup>th</sup></b>	Labor Day
Monday, <b>October 9<sup>th</sup></b>	Columbus Day
Saturday, <b>November 11<sup>th</sup></b> Office Closed Thursday, <b>November 9<sup>th</sup></b>	Veterans Day (Observed for 11/11/17)
Office Closed Wednesday, <b>November 22<sup>nd</sup></b>	(Observed for 11/24/17 for Day After Thanksgiving)
Thursday, <b>November 23<sup>rd</sup></b>	Thanksgiving Day

### **CLOSURE FOR HOLIDAY \*\***

Monday, **December 25, 2017** through Tuesday, **January 2, 2018**

Monday, <b>December 25<sup>th</sup></b>	Christmas Day
Tuesday, <b>December 26<sup>th</sup></b>	Observed for 12/24/16 (Christmas EVE)
Wednesday, <b>December 27<sup>th</sup></b>	Vacation <b>or</b> Comp/Admin. Leave
Thursday, <b>December 28<sup>th</sup></b>	Vacation <b>or</b> Comp/Admin. Leave
Monday, <b>January 1<sup>st</sup></b>	New Year's Day
Tuesday, <b>January 2<sup>nd</sup></b>	Observed for 01/01/18 (New Year's EVE)

**\*\*** Dates subject to change



**[DATE]**

Dear Property Owner:

[NAME OF CONTRACTOR] is the general construction contractor for the City of San Pablo Public Works Department for the project known as [PROJECT NAME] that may affect your property.

The general scope of construction for the above-referenced project includes the following:

- XX
- XX

The overall schedule for construction work is as follows:

Mobilization: **[DATE]**

Construction completion: **[DATE]**

Traffic Control including No Parking Signs will be placed as required for reasons of safety.

Local access will be available at all times but may be subject to delays.

If you have any questions regarding the project construction, please contact our on-site foreman, [NAME OF FOREMAN] of [NAME OF CONTRACTOR] at [PHONE NUMBER] or Leck Sounghpanya of the City of San Pablo at (510) 215-3067.

We appreciate your cooperation on this project.

Sincerely,

[NAME]  
[TITLE]

ATTACHMENT (0) –  
Cc/file: City of San Pablo Public Works Department

# **Stormwater Protection for Construction Contracts**

## **STORMWATER PROTECTION FOR CONSTRUCTION CONTRACTS**

The goal of these requirements is to prevent the pollution of storm water runoff from construction projects by keeping pollutants out of storm drains, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge runoff directly to creeks and the Bay without treatment. City of San Pablo is required under its stormwater discharge NPDES permit from the Regional Water Quality Control Board (RWQCB) to reduce pollutants in stormwater runoff from construction sites to the maximum extent practicable.

### **A. General Requirements**

The following requirements shall be met on all projects for City of San Pablo.

- 1) **Employee and Subcontractor Training and Awareness**
  - a. The CONTRACTOR shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
  - b. The CONTRACTOR shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
  - c. The CONTRACTOR shall label new storm drain inlets, constructed as part of the project, with the "No Dumping" message (to obtain a stencil or marker, contact your local public works department or water quality agency).
- 2) **Nonhazardous Material / Waste Management**
  - a. **Designated Area**

The CONTRACTOR shall propose designated areas of the project site, for approval by the ENGINEER, suitable for material delivery, storage, and waste collection that are near construction entrances and away from storm drain inlets, gutters, drainage courses, and creeks.
  - b. **Granular Material**
    - i) The CONTRACTOR shall store granular material at least ten feet away from storm drain inlet and curb returns.
    - ii) The CONTRACTOR shall not allow granular material to enter the storm drains or creeks.
    - iii) When rain is forecast within 24 hours or during wet weather, the ENGINEER may require the CONTRACTOR to cover granular material with a tarpaulin and to

surround the material with sand bags.

c. Dust Control

- i) The CONTRACTOR shall use reclaimed water to control dust on a daily basis or as directed by the ENGINEER.

d. Street Sweeping

- i) At the end of each working day or as directed by the ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas to remove all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.

e. Recycling

- i) The CONTRACTOR shall recycle aggregate base material, asphalt concrete, and Portland cement concrete.
- ii) In addition, to the maximum extent practicable, the CONTRACTOR shall reuse or recycle any useful construction materials generated during the project.

f. Disposal

- i) At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly
- ii) The CONTRACTOR shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.
- iii) The CONTRACTOR shall not discharge water on-site from cleaning dumpsters.
- iv) The CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

**3) Hazardous Material / Waste Management**

a. Storage

- i) The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil, antifreeze and mercury-containing devices such as thermostats and fluorescent light bulbs in accordance all applicable local, State and Federal regulations.
- ii) The CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rainwater as a hazardous waste.
- iii) The CONTRACTOR shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs),

of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

b. Usage

- i) When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from applying chemicals in outside areas.
- ii) The CONTRACTOR shall not over-apply pesticides or fertilizers and shall follow material manufacturers' instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by your local Agricultural Commissioner.

c. Disposal

- i) The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.
- ii) The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.
- iii) If the CONTRACTOR qualifies as a "Conditionally Exempt Small Quantity Generator" as defined under State and Federal regulations then the CONTRACTOR may be able to dispose of this waste through a local sponsored small quantity generator program. Contact your local hazardous waste management agency for information on these programs.

**4) Spill Prevention and Control**

- a. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site, and ensure that all employees know where these materials are and how to use them.
- b. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall handle the waste as described in section A.3.c above.
- c. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
- d. The CONTRACTOR shall report any hazardous materials spill

to the local fire department.

### **B. Activity-Specific Requirements**

The following requirements shall be met on all projects for City of San Pablo that include the listed activities.

#### **1) Dewatering Operations**

##### **a. Sediment Control**

- i) The CONTRACTOR shall route water through a control measure, such as a sediment trap, sediment basin, or Baker tank, to remove settleable solids prior to discharge to the storm drain system.
- ii) Approval of the control measure shall be obtained in advance from the ENGINEER.
- iii) Filtration of the water following the control measure may be required on a case-by-case basis.
- iv) If the ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement in i) above may be waived.
- v) The CONTRACTOR shall reuse water for other needs, such as dust control or irrigation, to the maximum extent practicable.

##### **b. Contaminated Groundwater**

- i) If the project is within an area of known groundwater contamination, then water from dewatering operations shall be tested prior to discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, then it may be discharged to the storm drain. If the water quality meets local sanitary sewer pretreatment regulations, then it may be discharged to the sanitary sewer with prior approval from the local wastewater management authority. Otherwise, the water shall be treated or hauled off-site for proper disposal.
- ii) If the project is not within an area of known groundwater contamination, then monitoring shall only be required if directed by the ENGINEER. The CONTRACTOR shall follow section B.1.b.i above, if contamination is found.
- iii) If the project is found to be within an area of groundwater contamination not identified in the project specifications, a change order shall be negotiated to cover additional work performed by the CONTRACTOR.

#### **2) Paving Operations**

##### **a. Project Site Management**

- i) When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from paving.
  - ii) The ENGINEER may direct the CONTRACTOR to protect drainage courses by using control measures, such as earth dike, and sand bag, to divert runoff or trap and filter sediment.
  - iii) The CONTRACTOR shall place drip pans or absorbent material under paving equipment when not in use.
  - iv) The CONTRACTOR shall cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
  - v) If the paving operation includes an on-site mixing plant, the CONTRACTOR shall comply with General Industrial Activities Storm Water Permit requirements.
- b. **Paving Waste Management**
  - i) The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, the CONTRACTOR shall either collect the sand and return it to the stockpile, or dispose of it in a trash container.
  - ii) The CONTRACTOR shall not use water to wash down asphalt or concrete pavement.
  - iii) Marking paint shall be removed from paving using dry methods such as a wire brush and vacuum. If water is used, all wastewater shall be collected and disposed of to a dirt area or to the sanitary sewer.

### 3) **Saw Cutting**

- a. During saw cutting, the CONTRACTOR shall cover or barricade storm drain inlets using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a storm drain inlet, the CONTRACTOR shall ensure that the entire opening is covered.
- b. The CONTRACTOR shall shovel, absorb, or vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.
- c. If saw cut slurry enters storm drain inlets, the CONTRACTOR shall remove the slurry from the storm drain system immediately.

### 4) **Contaminated Soil Management**

- a. On all projects involving grading or excavation, the CONTRACTOR shall look for contaminated soil as evidenced by

site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the ENGINEER. The CONTRACTOR shall follow section B.4.b below, if contamination is found.

- b. If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the local hazardous waste management agency.
- c. If the project is found to be within an area of soil contamination not identified in the project specifications, a change order shall be negotiated to cover additional work performed by the CONTRACTOR.

**5) Concrete, Grout, and Mortar Waste Management**

- a. The CONTRACTOR shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.
- b. Concrete Truck/Equipment Wash Out
  - i) The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
  - ii) The CONTRACTOR shall perform washout of concrete trucks or equipment off-site or in a designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. The CONTRACTOR shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then the CONTRACTOR shall collect the wash water and remove it off-site.
- c. Exposed Aggregate Concrete Wash Water
  - i) The CONTRACTOR shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area to percolate and evaporate. If a suitable dirt area is not available, then the CONTRACTOR shall filter the wash water or allow solids to settle out and pump the water to a sanitary sewer (first check with your local wastewater authority).
  - ii) The CONTRACTOR shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

**6) Painting**



- a. Painting Cleanup
  - i) Designated Area
    - (a) The CONTRACTOR shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills.
    - (b) The CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools to drain into streets, gutters, storm drains, or creeks.
  - ii) Water-based Paint
    - (a) The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
    - (b) To the maximum extent practicable, the CONTRACTOR shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.
    - (c) Otherwise, the CONTRACTOR shall direct wash water onto dirt area and spade in.
  - iii) Oil-based Paint
    - (a) The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
    - (b) To the maximum extent practicable, the CONTRACTOR shall filter paint thinner and solvents for reuse.
    - (c) The CONTRACTOR shall dispose of waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in section A.3.c above.
- b. Painting Materials and Waste Management
  - i) The CONTRACTOR shall store paint, solvents, chemicals, and waste materials in compliance with all applicable local, State and Federal regulations. The CONTRACTOR shall store these materials in a designated area that will not allow run-on of storm water or runoff of spills.
  - ii) The CONTRACTOR shall dispose of excess thinners, solvents, oil- and water-based paint as hazardous waste.
  - iii) The CONTRACTOR shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags, and drop cloths in the trash.

**7) Earthwork**

- a. The CONTRACTOR shall maximize the control of erosion and sediment by using the BMPs for erosion and sedimentation in

- 8) **Vehicle / Equipment Cleaning**
  - a. The CONTRACTOR shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.
  - b. The CONTRACTOR shall perform vehicle or equipment cleaning offsite, or onsite with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.
  
- 9) **Vehicle / Equipment Maintenance and Fueling**
  - a. The CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills.
  - b. The CONTRACTOR shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured.
  - c. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.
  - d. The CONTRACTOR shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in section A.3.c above.
  - e. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
  - f. The CONTRACTOR shall report any spill of vehicle fluids to City of San Pablo.
  - g. The CONTRACTOR shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.
  - h. The CONTRACTOR shall recycle waste oil and antifreeze.
  - i. The CONTRACTOR shall comply with local, State and Federal requirements for aboveground storage tanks.

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**Landscaping, Gardening and Pool Maintenance**

**Painting and Application of Solvents and Adhesives**

**Fresh Concrete and Mortar Application**

**Roadwork and Paving**

**Earth-Moving Activities**

**Heavy Equipment Operation**

For more information about the county-wide storm drain protection program and additional brochures, call:



Contra Costa  
Clean Water Program  
255 Glacier Drive  
Martinez, CA 94553  
1-800-NO-DUMPING

### Spill Response Agencies

1. Dial 911
2. Governor's Office of Emergency Services Warning Center  
(800) 852-7550 (24 hours)

### Local Pollution Control Agencies

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City of Walnut Creek	(925) 943-5899

## Roadwork and Paving



## Best Management Practices for the Construction Industry



Contra Costa  
Clean Water Program

## Storm Drain Pollution

### Prevention:

#### It's Up to Us

In Contra Costa County, storm drains flow untreated directly to local creeks, San Francisco Bay, and the Delta. Storm water pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands. This pollution includes: spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze and paint products that people pour or spill into a street or storm drain. Chemicals are the number one water pollutant.

Eighteen cities, the County, and the County Flood Control District have joined together to educate local residents and businesses to fight storm drain pollution. We hope you will join us by using the practices described in this pamphlet.

#### Who should use this Brochure?

Road crews  
Driveway/sidewalk/parking lot construction crews  
Seal coat contractors  
Operators of: grading equipment, paving machines, dump trucks, concrete mixers  
Construction inspectors  
General Contractors  
Developers

## Storm Drain Pollution from Roadwork

Road paving, surfacing, and pavement removal happen right in the street, where there are numerous opportunities for storm drain contamination by asphalt, saw-cut slurry, or excavated material. Extra planning is required to store and dispose of materials properly and guard against pollution of the storm drains and creeks.

### What Can You Do? General Business Practices

- ☐ Develop and implement erosion/sediment control plans for embankment.
- ☐ Schedule excavation and grading work for dry weather.
- ☐ Check for and repair leaking equipment.
- ☐ Perform major equipment repairs in designated areas at your yard, away from the construction site.
- ☐ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- ☐ Do not use diesel oil to lubricate equipment or parts.
- ☐ Recycle used oil, concrete, broken asphalt, etc., whenever possible.

### During Construction

- ☐ Avoid paving and seal coating in wet weather, or when rain is forecast before fresh pavement will have time to cure.

- ☐ Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, etc.
- ☐ Use check dams, ditches or berms to divert runoff around excavations.
- ☐ Never wash excess material from exposed aggregate concrete or similar treatments into a street or storm drain. Collect and recycle, or dispose to dirt area.
- ☐ Cover stockpiles (asphalt, sand, etc.) and other materials with plastic tarps. Protect from rainfall and prevent runoff with temporary roofs or plastic sheets and berms.
- ☐ Catch drips from paver with drip pans or absorbent material (cloth, rags, etc.) placed under machine when not in use.
- ☐ Clean up all spills and leaks using "dry" methods (with absorbent materials and/or rags), or dig up and remove contaminated soil.
- ☐ Collect and recycle or appropriately dispose of excess abrasive gravel or sand.
- ☐ Avoid over-application by water trucks for dust control.

### Asphalt/Concrete Removal

- ☐ Avoid creating excess dust when breaking asphalt or concrete.
- ☐ After breaking old pavement, be sure to remove all chunks and pieces.
- ☐ Make sure broken pavement does not come in contact with rainfall or runoff.
- ☐ Shovel or vacuum saw-cut slurry and remove from site. Cover or barricade storm drain during saw-cutting if necessary.
- ☐ Never hose down streets to clean up tracked dirt.

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**Landscaping, Gardening and Pool Maintenance**

**Painting and Application of Solvents and Adhesives**

**Fresh Concrete and Mortar Application**

**Roadwork and Paving**

**Earth-Moving Activities**

**Heavy Equipment Operation**

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Contra Costa  
Clean Water Program  
255 Glacier Drive  
Martinez, CA 94553  
1-800-NO-DUMPING

## **Spill Response Agencies**

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2. Governor's Office of Emergency Services Warning Center  
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## **Fresh Concrete and Mortar Application**



## **Best Management Practices for the Construction Industry**



Contra Costa  
Clean Water Program

## Storm Drain

### Pollution Prevention:

#### It's Up to Us

In Contra Costa County, storm drains flow directly to local creeks, San Francisco Bay, and the delta with no treatment. Storm water pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands. Some common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain. Eighteen cities, the County, and the County Flood Control District have joined together to educate local residents and businesses to fight storm drain pollution. We hope you will join us, by using the practices described in this pamphlet.

#### Who should use this brochure?

Masons and Bricklayers  
Sidewalk Construction Workers  
Patio Construction Workers  
Construction Inspectors  
General Contractors  
Home Builders  
Developers

## What Can You Do?

- Both at your yard and the construction site, always store both dry and wet materials under cover, protected from rainfall and runoff. Protect dry materials from wind.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from gutters, storm drains, rainfall, and runoff.
- Washout concrete mixers only in designated wash-out area, where the water will flow into containment ponds or onto dirt. Whenever possible, recycle washout by pumping back into mixers for re-use. Never dispose of washout into the street, storm drains, drainage ditches, or streams.

## Storm Drain Pollution from Masonry and Paving

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks cause serious problems – and is prohibited by law.

## During Construction

- Don't mix up more fresh concrete or cement than you will use in a day.
- Set up and operate small mixers on tarps or heavy plastic drop cloths.
- When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- Protect all storm drain inlets using filter fabric or other best management practices to capture and filter runoff carrying mortar or cement before it reaches the storm drain.
- When breaking up paving, be sure to pick up all the pieces and dispose of properly.
- Recycle large chunks of broken concrete at a landfill.
- Dispose of small amount of excess dry concrete grout and mortar in the trash.
- Never bury waste material.

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# EARTH MOVING ACTIVITIES



## Best Management Practices for the Construction Industry



Contra Costa  
Clean Water Program

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## Storm Drain

### Pollution Prevention:

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### Who should use this brochure?

Bulldozer, Backhoe, and Grading  
Machine Operators  
Dump Truck Drivers  
Site Supervisors  
General Contractors  
Home Builders  
Developers

## Storm Drain Pollution from Earth-Moving Activities

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains if handled improperly. Soil erodes due to a combination of decreased soil stability, increased runoff, and increased flow velocity. Some of the most effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams and roughened ground surfaces.

### What Can You Do?

#### During Construction

- ☐ Remove existing vegetation only when absolutely necessary.
- ☐ Consider planting temporary vegetation or implement other appropriate erosion controls on slopes where construction is not immediately planned.
- ☐ Protect downslope drainage courses, streams, and storm drains with silt fences or other controls to intercept and low the flow of sediment laden discharges.
- ☐ Use check dams or ditches to divert runoff around excavations.
- ☐ Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
- ☐ Stockpile erosion controls during the wet season.

## General Business Practices

- ☐ Schedule excavation and grading work for dry weather.
- ☐ Perform major equipment repairs away from the job site.
- ☐ When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- ☐ Do not use diesel oil to lubricate equipment or parts.

### Detecting contaminated soil or groundwater

It is essential that all contractors and subcontractors involved in excavation and grading know what to look for in detecting contaminated soil or groundwater. See Blueprint for a Clean Bay, a construction best management practices guide available from Contra Costa Clean Water Program, for details.

Watch for any of these conditions:

- ✓ Unusual soil conditions, discoloration, or odor
- ✓ Abandoned underground tanks
- ✓ Abandoned wells
- ✓ Buried barrels, debris, or trash

If contamination is suspected, call the appropriate local agency for further guidance (see reverse).



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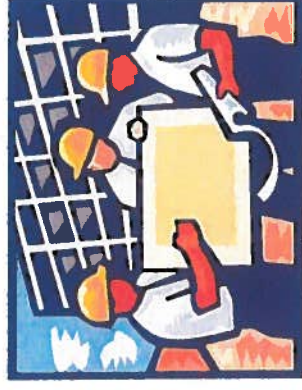
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## **General Construction and Site Supervision**



## **Best Management Practices for the Construction Industry**



Contra Costa  
Clean Water Program

## Storm Drain

### Pollution Prevention:

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In Contra Costa County, storm drains flow directly to local creeks, San Francisco Bay, and the delta with no treatment. Storm water pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands. Some common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain.

Eighteen cities, the County, and the County Flood Control District have joined together to educate local residents and businesses to fight storm drain pollution. We hope you will join us, by using the practices described in this pamphlet.

### Advance Planning to Prevent Pollution

- ☐ Schedule excavation and grading activities for dry weather periods.
- ☐ Control the amount of runoff crossing your site (especially during excavation!) by using berms or drainage ditches to divert water flow around the site.

- ☐ Train your employees and subcontractors. Make these brochures available to everyone who works on the site. Inform subcontractors about the new stormwater requirements and their own responsibilities. Refer to *Blueprint for a Clean Bay*, a construction best management practices guide available from the Contra Costa Clean Water Program.

### Good Housekeeping Practices

- ☐ Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, and bermed if necessary. Make major repairs off-site.
- ☐ Keep materials out of the rain – prevent runoff contamination at the source. Cover up leaks, drips and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces.
- ☐ Never hose down "dirty" pavement or surfaces where materials have spilled. Use dry cleanup methods whenever possible. If you must use water, use just enough to keep the dust down and protect storm drain inlets.
- ☐ Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster.
- ☐ Never clean out a dumpster by hosing it down on the construction site.

- ☐ Make sure portable toilets are in good working order. Check frequently for leaks.

### Storm Drain Pollution from Construction Activities

Construction sites are common sources of stormwater pollution. Materials and wastes that blow or wash into a storm drain, gutter, or street have a direct impact on local creeks and the Bay. As a contractor, site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

### Materials/Waste/Handling

- ☐ Practice source reduction – minimize waste when you order materials. Order only the amount you need to finish the job.
  - ☐ Use recyclable materials whenever possible.
  - ☐ Dispose of all wastes properly. Many construction materials and wastes, including solvents, water-based paints, vehicle fluids, broken asphalt and concrete, wood, and cleared vegetation can be recycled. (See the reference list of recyclers at the back of *Blueprint for a Clean Bay*).
- Materials that cannot be recycled must be taken to an appropriate landfill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or streambed.

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## Painting and Application of Solvents and Adhesives



## Best Management Practices for the Construction Industry



Contra Costa  
Clean Water Program

## Storm Drain Pollution

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Eighteen cities, the County, and the County Flood Control District have joined together to educate local residents and businesses to fight storm drain pollution. We hope you will join us by using the practices described in this pamphlet.

### Who should use this brochure?

Painters                      Dry Wall Crews  
Paperhangers              Developers  
Plasterers                  Graphic Artists  
General Contractors      Home Builders  
Floor Cover Installers

## What Can You Do?

**Keep all liquid paint products and wastes away from the gutter, street and storm drains.** Liquid residues from paints, thinners, solvents, glues, and cleaning fluids are hazardous wastes. When they are thoroughly dry, empty paint cans, spent brushes, rags, and drop cloths may be disposed of as trash.

### Paint Removal

- ❑ Chemical paint stripping residue is a hazardous waste. For information on the proper disposal of hazardous waste, call 1-800 NO DUMPING.
- ❑ Chips and dust from marine paints or paints containing lead or tributyltin are hazardous wastes. Dry sweep and dispose of appropriately.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up and disposed of as trash.
- ❑ When stripping or cleaning building exteriors with high-pressure water, block storm drains. Direct wash water onto a dirt area.

## Painting Cleanup

- ❑ Never clean brushes or rinse paint containers into a street, gutter storm drain or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, filter and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.

### Storm Drain Pollution from paints, solvents, and adhesives

All paints, solvents, and adhesives contain chemicals that are harmful to the wildlife in our creeks and bay. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. It is especially important not to clean brushes in an area where paint residue can flow to a gutter, street or storm drain.

### Recycle/reuse leftover paints whenever possible.

- ❑ Recycle excess water-based paint, or use up. Dispose of excess liquid, including sludges, as hazardous waste.
- ❑ Reuse leftover oil-based paint. Dispose of excess liquid, including sludges, as hazardous waste.

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**General Construction and Site Supervision**

**Landscaping, Gardening and Pool Maintenance**

**Painting and Application of Solvents and Adhesives**

**Fresh Concrete and Mortar Application**

**Roadwork and Paving**

**Earth-Moving Activities**

**Heavy Equipment Operation**

For more information about the county-wide storm drain protection program and additional brochures, call:



Contra Costa  
Clean Water Program  
255 Glacier Drive  
Martinez, CA 94553  
1-800-NO-DUMPING

**Spill Response Agencies**

1. Dial 911
2. Governor's Office of Emergency Services Warning Center  
(800) 852-7550 (24 hours)

**Local Pollution Control Agencies**

Contra Costa Clean Water Program	(925) 313-2360
City of Antioch	(925) 779-7097
City of Brentwood	(925) 516-5169
City of Clayton	(925) 673-7308
City of Concord	(925) 671-3394
Contra Costa County	(925) 313-2259
Town of Danville	(925) 314-3342
City of El Cerrito	(510) 215-4367
City of Hercules	(510) 799-8242
City of Lafayette	(925) 299-3240
City of Martinez	(925) 372-3563
Town of Moraga	(925) 376-2590
City of Oakley	(925) 625-7003
City of Orinda	(925) 253-4231
City of Pinole	(510) 741-2065
City of Pittsburg	(925) 252-4110
City of Pleasant Hill	(925) 671-5261
City of Richmond	(510) 231-3011
City of San Pablo	(510) 215-3066
City of San Ramon	(925) 973-2800
City of Walnut Creek	(925) 943-5899

**HEAVY  
EQUIPMENT  
OPERATION**



**Best Management  
Practices for the  
Construction Industry**



Contra Costa  
Clean Water Program

## **Storm Drain**

### **Pollution Prevention:**

#### **It's Up to Us**

In Contra Costa County, storm drains flow directly to local creeks, San Francisco Bay, and the delta with no treatment. Storm water pollution is a serious problem for wildlife dependent on our waterways and for the people who live near polluted streams or baylands. Some common sources of this pollution include spilled oil, fuel, and fluids from vehicles and heavy equipment; construction debris; landscaping runoff containing pesticides or weed killers; and materials such as used motor oil, antifreeze, and paint products that people pour or spill into a street or storm drain. Eighteen cities, the County, and the County Flood Control District have joined together to educate local residents and businesses to fight storm drain pollution. We hope you will join us by using the practices described in this pamphlet.

#### **Who should use this brochure?**

Vehicle and Equipment Operators

Site Supervisors

General Construction

Home Builders

Developers

## **What Can You Do?**

### **Site Planning and Preventive Vehicle Maintenance**

- Designate one area of the construction site, well away from streams or storm drain inlets, for auto and parking, refueling, and routine vehicle and equipment maintenance.
- Maintain all vehicles and heavy equipment. Inspect frequently for leaks.
- If you must drain and replace motor oil, radiator coolants or other fluids on-site, use drip pans or drop cloths to catch drips and properly dispose of contaminated spills. Collect all spent fluids, store in separate containers and recycle whenever possible.
- Perform major maintenance, repair jobs and vehicle equipment washing off-site; do not use soaps, solvents, degreasers, or steam cleaning equipment, and prevent water from entering the storm drain. Direct wash water to a low point where it can evaporate and/or infiltrate.
- Do not use diesel oil to lubricate equipment or parts.

## **Clean Up Spills Immediately**

### **When They Happen**

- Never hose down "dirty pavement or impermeable surfaces where fluids have spilled. Use dry clean-up methods (absorbent materials, cat litter, and/or rags) whenever possible. If you must use water, use just enough to keep the dust down and protect storm drain inlets.
- Clean up spills on dirt areas by digging up properly and disposing of contaminated soil.
- Report significant spills to the appropriate spill response agencies immediately. (See reverse)
- Sweep up spilled dry materials immediately. Never attempt to "wash them away" with water or bury them. Use as little water as possible for dust control.

## **Storm Drain Pollution from Heavy Equipment on the Construction Site**

Poorly maintained vehicles and heavy equipment leaking fuel, oil, antifreeze or other fluids on the construction site are common sources of storm water pollution. Prevent spills and leaks by isolating equipment from runoff channels and by watching for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.