INVITATION FOR BIDS



FOR CONSTRUCTING

GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT PROJECT

CONTRACT NUMBER C02243

ISSUED BY

CAPITAL PROJECTS ENGINEERING DIVISION CITY OF SANTA ROSA, CALIFORNIA

2020

Last Updated: March 1, 2016

A T T E N T I O N Prebid Conference See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT

Contract No. C02243

GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT

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CITY OF SANTA ROSA STATE OF CALIFORNIA

NOTICE TO BIDDERS

A	For technical questions regarding this project, contact Erich Rauber at (707) 543-3847.
A	For direct access to plans, specifications and planholders' lists, go to www.srcity.org/bids and click on Bid/Proposal Opportunities or call (707) 543-3800.
~	For direct access to bid results, go to <u>www.srcity.org/bids</u> . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> or call (707) 543-3835.

- IMPORTANT -REVISED BIDDING PROCEDURES DURING SHELTER IN PLACE ORDER

Pursuant to Order No. C19-09, the Sonoma County Public Health Officer has extended the Shelter in Place Order beyond May 3, 2020. This means all City facilities are closed to the public and non-essential City operations are suspended until further notice.

All bids shall be submitted and opened according to the following procedure:

Bid Acceptance Deadline

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 <u>until</u> 2:00 p.m., June 18, 2020, for Geysers Pipeline Expansion Joints Replacement, Contract No. C02243. (Engineer's Estimate: \$1,069,000.00).

Bids tendered after this deadline will not be accepted. The official time clock for accepting bids will be an electric date and time stamping clock, located in the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California. In order to be accepted, bids must be received <u>prior to</u> 2:00 p.m. Therefore, a bid stamped in at 1:59 p.m. will be accepted, but one delivered at or after 2:00 p.m. is late and <u>will not be accepted</u>.

- A. If you choose to mail your Bid Proposal via any of the overnight/express services, such as FedEx, UPS and USPS, the delivery MUST be a timed delivery. The delivery service MUST deliver the bid prior to the deadline time posted above. The outside envelope MUST be clearly marked as follows: [SEALED BID FOR: C02243 GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT].
- B. If you choose to deliver your Bid Proposal in person, the <u>TIME TO DELIVER BIDS</u> is within the <u>one-hour</u> WINDOW FOR DELIVERY prior to deadline posted above. No bids will be accepted outside of this time window.

Bid Opening Teleconference Call

Prospective bidders, subcontractors, and materials suppliers are invited to attend the Bid opening teleconference call scheduled to be held at 2:00 p.m., June 18, 2020. The teleconference can be accessed by dialing 1 (707) 543-4700, participant code 833-3824#.

Project Description/Scope of Work

This project will replace five (5) expansion joints on the Geysers Pipeline between Bear Canyon and Mayacamas pump stations on Pine Flat Road. The project will also need to dewater approximately 1 mile of pipe (approximately 200,000 gallons) to perform joint replacement.

Mandatory Pre-Bid Meeting

Prospective bidders are required to attend a pre-bid meeting scheduled to be held at 10:00 a.m., June 9, 2020, at the Bear Canyon Pump Station – 5565 Pine Flat Road, Healdsburg, California.

Subcontractor Information; Department of Industrial Relations Registration

Bidders shall provide the names, business addresses and license numbers of all subcontractors listed on bidder's List of Subcontractors. No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

CITY OF SANTA ROSA C02243 GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT ESTIMATED QUANTITIES

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The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Santa Rosa does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or expedient by the Engineer.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of the DIR pursuant to Labor Code sections 1770 *et seq.*

Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, Contractor and subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (see Labor Code section 1777.5).

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class A license for this project.

Project plans, bid and contract forms for C02243 Geysers Pipeline Expansion Joints Replacement may be obtained through PlanetBids at <u>www.srcity.org/bids</u>. These documents can no longer be obtained at the Transportation and Public Works Department.

No bid will be accepted unless it is made on the contract bid forms furnished by the Transportation and Public Works Department through PlanetBids. The original of the completed bid forms bearing original signatures must be submitted. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at <u>www.srcity.org/bids</u>, downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

The successful bidder will be required to hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code before commencing work on this project. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170.

For any moneys earned by Contractor and withheld by the City of Santa Rosa to ensure the performance of the Contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the California Public Contract Code.

The City of Santa Rosa reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid or bonds.

J. ERICH RAUBER, P.E., G.E. Supervising Engineer

Date

SPECIAL PROVISIONS

General Specifications

CITY OF SANTA ROSA, CALIFORNIA

GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT

1 GENERAL

The work described herein shall be done in accordance with the "Contract Documents," which are the:

- 1. Special Provisions
- 2. Project Plans, consisting of 11 sheets entitled Geysers Pipeline Expansion Joints Replacement, 2020-0009
- 3. City of Santa Rosa Design and Construction Standards (City Standards)
- 4. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
- 5. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications), and
- 6. State of California Department of Transportation Standard Plans 2010 (Standard Plans).

In the event of a conflict in any of these documents, the order of precedence shall be determined by Section 5-1.02 of these Special Provisions.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Transportation and Public Works or the City of Santa Rosa Water Department;

For Director - the City Engineer of the City of Santa Rosa;

For Engineer - the City Engineer of the City of Santa Rosa or the City Engineer's authorized agents;

For Laboratory – Materials Engineering of the City of Santa Rosa Transportation and Public Works Department, or such other laboratory as may be authorized by the City.

Unless otherwise provided, whenever in these Special Provisions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor. The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of any and all claims and disputes arising under this contract.

2 BIDDING

<u>2-1.06 Bid Documents</u>: Prospective bidders will be furnished with an Invitation for Bids which will state the location and description of the contemplated public works project and will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished with a schedule of items for which unit prices are requested.

<u>2-1.07 Approximate Estimate</u>: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or part of the work or to omit parts of the work, as may be deemed necessary or advisable by the Engineer.

2-1.31 Examination of Project Plans, Specifications, City Standards, Invitation for Bids and Work Site: Prior to submitting a bid, the bidder shall carefully examine the Project Plans, Invitation for Bids, City Standards and the proposed work site. If any person contemplating submitting a bid for this public works project is in doubt as to the meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit a <u>written</u> request for interpretation or correction to the Engineer. <u>The written request must be received by the</u> <u>Engineer a minimum of **96** hours prior to bid opening</u>. Any interpretation or correction of the Contract Documents prior to bid opening will be made only by written addendum issued by the City. A copy of such addendum will be mailed or faxed to each Planholder. The City will not be bound by any other explanations or interpretations of the Contract Documents.

<u>2-1.33 Bid Document Completion</u>: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

<u>2-1.33A Bid Forms</u>: All bids shall be made on bid forms obtained from PlanetBids at <u>www.srcity.org/bids</u>. The bidder shall submit its bid on the original bid forms furnished by the City. Bids submitted on forms other than the forms furnished to the bidder by the City will not be considered.

The bid forms to be submitted at the time of and with the bid are:

- 1. Unit Price Schedule
- 2. List of Subcontractors
- 3. List of Previous Similar Jobs
- 4. Noncollusion Declaration
- 5. Bid Guaranty Information and Bidder's Information and Signature
- 6. Bid Guaranty (Bid Bond or alternate security)

All bids shall give the proposed prices and must bear the original signature of the bidder. Bidders shall fill in all blanks on the bid forms where required. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at <u>www.srcity.org/bids</u>, downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

2-1.33B Registration with DIR: No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

2-1.33C Subcontractors: The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the "Act") shall apply to all subcontracts in excess of one-half of one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractor's bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

- 1. The name, business address and DIR registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Project Plans or other Contract Documents in an amount in excess of one-half of one percent of the Contractor's total bid; and
- 2. The portion of the work that will be done by each subcontractor. Only one subcontractor shall be listed for each portion.

The purchase of sand, gravel, crushed rock, batched concrete, aggregate, ready-mixed concrete, and/or any other materials produced and furnished by established and recognized commercial plants, together with the delivery of such materials to the work site by the source of the materials or by recognized commercial hauling companies, is not considered as subcontracting under this section.

<u>2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities</u>: Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

2-1.34 Bid Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a bidder's bond made payable to the City of Santa Rosa and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California in an amount equal to ten percent of the amount of the bid. No bid shall be considered unless such cash, cashiers or certified check, or bidder's bond is enclosed with the bid. Any bidder's bond shall contain provisions for forfeiture consistent with California Public Contract Code section 20172.

2-1.40 Withdrawal of Bid: A bid may be withdrawn prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a written request to withdraw the bid, executed by the bidder or the bidder's authorized representative, is filed with the Engineer before this deadline. The withdrawal of a bid shall not prejudice the right of a bidder to submit a new bid.

<u>2-1.43 Public Opening of Bids</u>: Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

<u>2-1.46 Disgualification of Bidders</u>: Serial bids from the same bidder will not be accepted. This section shall not be interpreted to mean that the same contractor may not be the contractor in one bid and listed as a subcontractor in another bid, provided that no collusion exists.

<u>2-1.48 Competency of Bidders</u>: No bid will be accepted from or contract awarded to a contractor that is not licensed in accordance with the law, that does not hold a license qualifying it to perform work under this contract, to whom a bid form has not been issued by the Engineer, or that has not successfully completed projects of similar character, scope and cost to the proposed project. Bidders will be required to provide a list of previous similar jobs with their bids.

3 CONTRACT AWARD AND EXECUTION

<u>3-1.04 Contract Award</u>: The City reserves the right to reject any or all bids. Bids are required for the entire work described herein. All bids will be compared with the Engineer's estimate of the quantities of work to be completed. Contract award, if any, will be made to the lowest responsible bidder within sixty days from the date bids are opened.

3-1.05 Contract Bonds:

Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the City:

- a. <u>Performance Bond</u>: A performance bond to guarantee the faithful performance of the terms and conditions of the Contract by Contractor, which shall be executed in a sum of not less than one-half of the Contract price;
- b. <u>Labor and Materials Bond</u>: A labor and materials bond (payment bond) in accordance with Part 6 of Division 4, sections 8000 *et seq*. of the California Civil Code, to guarantee against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for the Contract, which shall be executed in a sum of 100% of the Contract price; and
- c. <u>Material Guaranty Bond</u>: A material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 6-3.01B, which shall be executed in a sum of not less than one-half of the Contract price.

The bond(s) shall be provided in a form acceptable to the City and issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the state of California for the purposes and in the amount(s) stated above.

Whenever the financial or legal status of any surety on any such bond(s) is/are unacceptable to the City, it may make a demand to Contractor for further bond(s) or additional surety, not exceeding the sums originally required. Thereafter, no payment shall be made upon the Contract to Contractor or any assignees of Contractor until such bond(s) or additional surety has/have been provided to the City.

3-1.07 Indemnification and Insurance: Indemnification: Contractor shall defend, hold harmless and indemnify City, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the Contract by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by City, its agents, servants, or independent contractors who are directly responsible to City (excluding Contractor), or (ii) the active negligence of City.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the City hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

<u>Insurance</u>: Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

Insurance Requirements:

A. Insurance Policies: Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A-:VI or a rating otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$5 million per occurrence \$5 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three years after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance, but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Completed Operations Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 37 04 13. See endorsements below for other Additional Insured Requirements. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$3 million	Coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.

3.	Workers' compensation and Employer's Liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.
4.	Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omission (if the City determines, in its sole discretion, that the project involves environmental hazards)	\$1 million per occurrence or claim \$2 million aggregate	If the work involves lead-based paint or asbestos identification/remediation, the pollution liability policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the pollution liability policy must not contain a mold exclusion and a definition of "Pollution" in said policy shall include microbial matter including mold.
5.	Course of construction/ builders' risk	Amount of completed value of project without co- insurance provisions	Required for construction projects over \$3 million. The City shall be named as loss payee.

B. Endorsements:

- 1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
- 2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this Contract, Contractor's insurance coverage shall be primary, and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non-ISO CGL policies.
 - b. The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy. Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.
- C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of three years following City's acceptance of the work.

D. Other Insurance Provisions:

- 1. No policy required by this Contract shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
- 2. All insurance coverage amounts provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
- 3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
- 4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

<u>3-1.18 Contract Execution</u>: The fully executed Contract, original bonds and insurance certificates and endorsements required under the Contract shall be delivered to the City <u>within ten calendar days of Contractor's receipt of the Notice of Award.</u>

The Engineer will supply Contractor with up to ten sets of the Invitation for Bids and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractor's cost.

<u>3-1.20 Failure to Execute Contract</u>: Contractor's failure to deliver to the City the fully executed Contract within ten calendar days of Contractor's receipt of the Notice of Award shall be cause for the cancellation of the award and the forfeiture of the bid guaranty to the City. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract to the third lowest responsible bidder. The refusal or failure by the second or third lowest responsible bidder to deliver to the City the fully executed Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the City may then re-advertise the project or construct it by day labor.

<u>3-1.21 Return of Bid Guarantees</u>: Within ten days after the opening of bids, the City will return the bid guarantees to all bidders except the three lowest responsible bidders. The bid guarantees of the three lowest responsible bidders will be retained until the Contract has been fully executed. In the event all bids are rejected, all bid guarantees will be returned to the respective bidders.

<u>3-1.22 Subcontractors</u>: The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.33C. The list shall include the name, business address, DIR registration number and the state contractor's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

4 SCOPE OF WORK

<u>4-1.05 Changes and Extra Work</u>: All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by Contractor on a daily report signed by both the City and Contractor. The "daily reports" shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to Contractor. Contractor is directed to Section 9-1.04 of this Invitation for Bids.

<u>4-1.05C</u> Compensation for Altered Quantities: Payment and compensation for altered quantities shall conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

5 CONTROL OF WORK

<u>5-1.02 Contractor's Copies of Contract Documents</u>: In the event of a conflict in any of the Contract Documents, the order of precedence from highest to lowest shall be as follows:

1. Special Provisions

2. Project Plans, consisting of 11 sheets entitled Geysers Pipeline Expansion Joints Replacement, 2020-0009

- 3. City Standards
- 4. City Specifications
- 5. Standard Specifications
- 6. Standard Plans

<u>5-1.05 Order of Work</u>: The work as shown on the Project Plans and as specified in the Invitation for Bids shall be constructed in a sequence that is satisfactory to and approved by the Engineer.

Contractor shall prepare a work schedule per Section 8-1.02 of the Standard Specifications.

With the exception of trenching, all existing street, street light base, curb and gutter, storm drain, water line, and sewer line work shall be completed before any existing street paving is removed.

Full compensation for the conformance to the requirements of this section is included in the Contract price and no additional allowance will be made to Contractor for this work.

<u>5-1.17 Character of Workers</u>: Contractor is directed to Section 5-1.17 of the Standard Specifications which states:

"If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work."

No additional compensation shall be granted to Contractor in the event City exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by Contractor.

<u>5-1.20 Cooperation with Other Entities</u>: Attention is directed to Section 5-1.20 of the Standard Specifications.

Other construction including but not limited to utility, power, and pipe line relocation, may be in progress by other forces within and adjacent to the project area at the same time work is being performed under this Contract by Contractor.

Contractor shall cooperate with the forces performing other work, to the end that such forces may conduct their operations with as little inconvenience and delay as possible. Contractor shall grant such forces access to the project area as is reasonable and necessary to transport materials and equipment to the site of operations by the other forces.

<u>5-1.20B(4)(a) Offsite Staging Areas and Construction Yards</u>: Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

a. Stockpiling of equipment and/or materials;

- b. Staging of construction;
- c. Placement of work trailers or mobile offices;
- d. Storage of trench spoils; or
- e. Other construction related activities not specifically enumerated above.

<u>5-1.26 Lines and Grades</u>: Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

5-1.27B Examination and Audit: Pursuant to California Government Code section 8546.7, any contract with the City involving expenditures in excess of \$10,000 shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment is made to Contractor by City under this Contract. Any such examination and audit will be confined to those matters connected with the performance of this Contract.

5-1.30A Inspection: Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the Engineer in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

<u>5-1.36A Property and Facility Preservation</u>: Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, and any other improvements that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

<u>5-1.36E Obstructions</u>: Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the City and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600

and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Contract items of work, Contractor shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

5-1.43 Potential Claims and Dispute Resolution: "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) Payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (C) Payment of an amount that is disputed by the City.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed, provided, the parties may extend the 45 day time period by mutual agreement.

If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, the Claim shall be deemed rejected in its entirety.

If a Contractor disputes the City's written response, or if the City fails to respond to a Claim within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall conduct a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a gualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

6 CONTROL OF MATERIALS

<u>6-2.01 Source of Supply and Quality of Materials</u>: All materials required to complete the work under the Contract shall be furnished by Contractor and shall be free of hazardous substances.

<u>6-3.01 General</u>: Statistical means will not be used by the City for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these special provisions, the operating range requirements shall apply to the individual test results.

<u>6-3.01A Material Submittals</u>: Upon award of the Contract by City, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the "Engineer's List of Approved Items" which is located in the Sewer and Water sections only of the City Standards, the Engineer shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Project Plans or in the Invitation for Bids.

For all other materials used on this project, regardless of the type of work, Contractor shall provide to the Engineer the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the Engineer to determine the material's acceptability.

The Engineer reserves the right to reject any proposed material, whether on the City's "Engineer's List of Approved Items" or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and Contractor shall submit a replacement for review at no additional cost to the City.

6-3.01B Material Guarantee: Before any contract is awarded, the bidder may be required to furnish samples of materials and detailed descriptions of equipment to be used in the construction of the project. The materials samples may be subjected to the tests provided for in the Standard Specifications or in this Invitation for Bids to determine their quality and fitness for the project. The successful bidder shall unconditionally guarantee project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within the one year period, including all costs of labor, materials, equipment, and incidentals. Except as may be otherwise provided in Section 3-1.05, the successful bidder shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the Contract price to cover this guarantee.

<u>6-3.05 Quality Assurance</u>: California Test 216 (Relative Compaction) testing will be modified as follows: A mechanical compactor (Ploog Engineering Co. Model M 100 or equivalent) with 10-pound hammer and split compaction molds shall be used in lieu of the specified manual compaction equipment.

California Test 231 (Nuclear Gage Determination of In-Place Density) will be modified as follows: In-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept, at the discretion of the Engineer.

6-4 Water Utility

<u>6-4.01A Construction Water</u>: All water required for the performance of the work shall be provided by Contractor. Prior to obtaining water from the City's water system, Contractor shall obtain a Water

Use Permit from the City of Santa Rosa Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and the cost of all deposits, permits and fees.

Contractor is prohibited from operating gate valves or fire hydrants on the City system.

The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of City ordinance and State law. The use of water from sources other than the City's water system must be approved by the Engineer in advance of the use.

Citations and fines will be levied for violation of these and other utility regulations and deductions will be made from payments consistent with Section 7-1.02A(1) of the Standard Specifications.

<u>6-4.01B Water Utility Notification</u>: Contractors or parties requiring work of any kind by the City of Santa Rosa Water Department forces shall request such services a minimum of 48 hours in advance of the time such services are desired. Work requests which will involve the City of Santa Rosa Water Department forces for more than eight hours or an extensive number of City parts shall be requested a minimum of seven calendar days in advance.

If it is necessary to terminate or disrupt utility service to any customer, Contractor shall make the request for such work by City forces an <u>additional</u> 72 hours (three additional working days for a total of five working days advance notice) in advance of the time such services are desired to allow affected customers a minimum of 72 hours' notice. Contractors who fail to keep field appointments will be billed for scheduled City of Santa Rosa Water Department crew standby time which was used and the Contractor shall bear the costs incurred by the City of Santa Rosa's Water Department for re-notification of customers.

City of Santa Rosa Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After hours work or weekend work may be performed if prior authorization from the Engineer is obtained.

Other than the hours specified in this Invitation for Bids, requests by Contractor for after hours or weekend work is to be avoided whenever possible. Any overtime costs incurred by City for such work shall be borne by Contractor.

Interruption of utilities service to commercial customers shall be coordinated with the customer to minimize disruption to the enterprise to the greatest extent practicable. After notification by the Contractor of the need, the City of Santa Rosa Water Department will contact all commercial customers and inform Contractor accordingly.

<u>6-4.01C Water Facility Damage</u>: All damage caused to the City's water system shall be immediately reported to the Engineer.

Damage caused to the City's water system by Contractor's operations shall be repaired by the Contractor at <u>Contractor's sole expense</u> in a manner satisfactory to the City of Santa Rosa Water Department. Such repairs shall <u>not</u> be charged to the City or any City project. All repair work shall be witnessed and approved by the City of Santa Rosa Water Department <u>prior to</u> backfilling the excavation. The City will require re-excavation if backfilling occurs prior to inspection, which costs shall be borne by Contractor.

Contractor is responsible for, at its sole cost and expense, the repair and remediation of damage to property and facilities caused by any of the following circumstances:

a. Contractor fails to make a written request for a markout or begins excavation without providing the City of Santa Rosa Water Department a reasonable opportunity to mark facilities;

- b. Contractor destroys markouts;
- c. Contractor fails to perform hand digging or probing for utilities near markouts; or
- d. Contractor fails to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains.

City may, in its discretion, opt to make the repairs for which Contractor is responsible with its own forces. In such cases, the repairs will be made at Contractor's expense in accordance with the emergency repair rate schedule of the City of Santa Rosa Water Department. The City may make repairs whenever restoration of service requires extraordinary speed or special equipment. Contractor will be billed accordingly and City shall have the right and option to withhold payment hereunder, or a portion thereof, for any such costs billed but not promptly paid by Contractor.

<u>6-4.02</u> Salvage: All valves, hydrants, and other appurtenances of the water system that are the property of City and removed by Contractor shall be delivered to the City's Municipal Services Center (55 Stony Point Road) unless Contractor has obtained specific written approval from the City of Santa Rosa Water Department to otherwise dispose of the materials.

6-4.03 Trade Names and Alternatives: Unless otherwise specified, material and equipment specifications that identify a particular patent, trade name or manufacturer, may be satisfied through substitute materials and equipment accepted by the City. Contractor may offer substitute materials and equipment of equal or better quality to the City. Any such offer shall be made in writing to the Engineer at least four weeks in advance of the time Contractor wishes to order the materials or equipment. Contractor shall include sufficient data which, together with any other information the Engineer may require, will enable the Engineer to determine the acceptability of the materials and equipment. When the substitute materials or equipment necessitate changes to any part of the work, the information shall include drawings and details showing all such changes and Contractor shall perform these changes as a part of any acceptance of substitute materials or equipment. The use of substituted materials and equipment will be permitted only after written acceptance of the materials and equipment by the Engineer. Such acceptance shall not relieve the Contractor from full responsibility for the sufficiency, quality and performance of the substitute materials and equipment.

The City will not, under any circumstances, acknowledge or consider any offers to accept substitute materials or equipment between the dates of public notice of advertisement and the bid opening.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02A(1) Forfeitures for Health and Safety Violations: Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against Contractor in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure the violation(s). In the event Contractor fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Contractor the appropriate amounts from any payment otherwise due Contractor under this Contract.

<u>7-1.02K(2) Wages</u>: Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at <u>www.dir.ca.gov</u> or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall only provide prevailing wage reports upon written request from City. When requested, these prevailing wage reports must be redacted by the Contractor prior to providing them to City.

7-1.02K(4) Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

<u>7-1.02K(6)(a)(1) Notice to Vendors</u>: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

<u>7-1.02K(6)(b) Excavation Safety</u>: When the digging or excavation occurs during project construction, Contractor shall:

- a. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
 - Material that the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 - 2. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
 - 3. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
- b. The City will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
- c. If a dispute arises between City and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Contract but shall proceed with all work to be performed under the Contract.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, Contractor shall submit to the Engineer in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Contract price and no additional allowance will be made for the work.

<u>7-1.02K(6)(d)</u> Confined Space Safety: Any confined space entry for this project, including but not limited to manhole or water storage tank entry, will require a confined space entry permit pursuant to Cal/OSHA regulations as set forth in title 8 California Code of Regulations (CCR) sections 5157 or 5158. Confined space entry shall have the meaning ascribed in title 8 CCR sections 5157 and 5158. For any confined space entry for construction operations regulated by title 8 CCR section 1502, Contractor shall comply with title 8 CCR section 5158, "Other Confined Space Operations." For any other confined space operations, Contractor shall comply with title 8 CCR section 5157, "Permit-Required Confined Spaces."

Attention is directed to the technical specifications in the Special Provisions for information regarding entry to any City maintained confined space. Pursuant to title 8 CCR section 5157, Contractor is required to obtain any available information regarding hazards and operations for any City maintained confined spaces. The City maintained Confined Space Entry Manual is available

for viewing at the City of Santa Rosa Water Department or Transportation and Public Works Department office at 69 Stony Circle, Santa Rosa.

Contractor shall immediately inform the Engineer of any previously unidentified hazards confronted or created during confined space entry.

<u>7-1.02L(2)(a)</u> Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. In the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitutions or City may pay such royalties and secure such licenses and be necessary.

<u>7-1.02M(3) Mined Materials</u>: California Public Contract Code section 20676 prohibits surface mining operators which are subject to the Surface Mining and Reclamation Act of 1975 (SMARA) from selling California mined construction material to the City unless the operator is identified in a list referred as the **3098 List**. The List, which is maintained by the Department of Conservation's Office of Mine Reclamation (OMR), changes throughout the year and can be viewed at the OMR website: <u>http://www.consrv.ca.gov/OMR/ab_3098_list/index.htm</u>. To confirm whether or not a specific operator is on the List at any given time, Contractor shall call the OMR at (916)323-9198.

<u>7-1.03A Maintaining Traffic</u>: Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

Except for projects to be performed under a minor contract, Contractor shall install and maintain project identification signs at each end of the project or as directed by the Engineer two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from Contractor. To mount the sign panels, Contractor shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by Contractor at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the Engineer.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work site and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the Engineer, to provide all the materials, forces and equipment necessary to maintain traffic through the work site as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against Contractor under Section 7-1.02A(1) above for violations of the Santa Rosa City Code.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the project work site at all times.

8 PROSECUTION AND PROGRESS

<u>8-1.01A Assignments</u>: Once awarded, this Contract shall not be transferred, assigned, or subcontracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion. See Section 5-1.12 of the Standard Specifications.

<u>8-1.04B</u> Standard Start: Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

60 WORKING DAYS

<u>8-1.04F</u> Pipeline Shutdown Start: Submit a notice 72 hours before Contractor is ready to begin shutdown work. Upon shutdown of the Geysers Pipeline system, Contractor shall diligently prosecute all Contract work indicated in Special Provision Section 01010 - 1.04(B)(2) before the expiration of:

26 CALENDAR DAYS

<u>8-1.05 Time</u>: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in the Notice to Proceed, whichever occurs first. Working days shall be counted on a 5-day calendar until pipeline shutdown start. For duration of pipeline shutdown, working days shall be counted on a 7-day calendar until pipeline is returned to full-service operation. Upon returning the pipeline to full-service operation, working days shall be counted on a 5-day calendar work.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 12:00 a.m. or later than 11:59 p.m.

<u>8-1.10 Liquidated Damages</u>: Contractor hereby agrees that Contractor shall pay to the City liquidated damages for each and every calendar day delay over and above the number of working days prescribed in Section 8-1.04B of these Special Provisions for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications.

<u>8-1.18 Early Completion Incentive</u>: The City shall pay Contractor the sum of two thousand five hundred dollars (\$2,500) for every calendar day the Geysers Pipeline system is returned to full-service operation sooner than 30 calendar days after shutdown start. The maximum incentive payment shall not exceed twelve thousand five hundred dollars (\$12,500).

9 MEASUREMENT AND PAYMENT

<u>9-1.04 Force Account Work</u>: All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the extra work. Completed and extended extra work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

<u>9-1.07 Payment Adjustments For Price Index Fluctuations</u>: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

9-1.16 Progress Payments: Once each month for progress pay purposes, the City will prepare a written estimate of the total amount of completed work and accepted materials purchased by Contractor but not installed. The City shall retain five percent of such estimated value of the completed work and the unused materials and pay Contractor the balance after deducting all previous payments and all sums to be retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in the Engineer's judgment, the total value of the completed work since the last estimate is less than \$500.00. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

After Contract acceptance, the Engineer will prepare a written proposed final estimate of the proposed final quantities of work completed under the Contract and the value of such work and will submit such estimate to Contractor. The City shall retain five percent of such estimated value of the work done and shall pay to Contractor the balance after deducting all amounts to be retained under the provisions of the Contract.

The City may, at its option and at any time, retain out of any amounts due Contractor sums sufficient to cover any unpaid claims of City or others, provided that sworn statements of all non-City claims shall have been filed with the Director of Finance.

9-1.16E(6) Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Contract as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the

City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by Contractor and approved by City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of Contractor; and
- c. The procedure for return of securities upon completion of the Contract.

<u>9-1.17D Final Payment and Claims</u>: The processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Recorder's Office. Contractor is advised that it takes approximately ten days for a check to be issued following a request for payment.

Contractor shall submit its written statement of all claims for additional compensation under the Contract to the Engineer within 15 days after submission to Contractor of the proposed final estimate.

If Contractor does not file a claim within the 15 day period, or upon Contractor's approval, the Engineer will issue a final written estimate and the City shall pay to Contractor the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If Contractor files a claim within the 15 day period, the Engineer will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. The Engineer shall then consider and investigate such claim and shall make such revision in the final quantities as the Engineer may find to be due and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

9-1.17D(3) Final Determination of Claims: Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the Claims. Contractor shall also furnish reasonable documentation to the City to support Claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15th day after receipt of the written request from the Engineer. If the 15th day falls on a weekend, holiday, or day City offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the Claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated Claim investigator or auditor shall have access to those records and any other records as may be reasonably required by the Engineer to determine the facts or contentions in each Claim. Failure to grant access to such records shall be sufficient cause for denying the Claims.

<u>9-1.22 Arbitration</u>: Any references to Arbitration in the Standard Specifications are deleted in their entirety.

Claims submitted by Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, the undersigned,

(Name)

of

(Title)

(Contractor)

hereby certifies that the claim for additional compensation made herein is supported by a true statement of the actual costs incurred and time expended on this project and is fully documented by records maintained by Contractor.

Dated _____

/s/_____

Subscribed and sworn before me this _____ day of

Notary Public

My Commission Expires

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead expenses, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.



TECHNICAL SPECIFICATIONS

FOR

GEYSERS PIPELINE EXPANSION JOINT REPLACEMENT PROJECT

CONTRACT NO. C02243



2020

01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Dewatering a portion of the existing 30-inch (nominal) steel pipeline
- B. Replacement of five (5) force-balanced expansion joints
- C. Performing limited closed-circuit television (CCTV) inspection of the pipeline interior

1.02 WORK UNDER OTHER CONTRACTS

- A. Other Construction Work:
 - 1. Owner will be completing scheduled maintenance at the Bear Canyon pump station while the Contractor is performing work under this contract. Coordinate Contractor parking and equipment laydown areas with Owner prior to mobilization.
 - 2. Owner will dewater the pipeline to the maximum extent achievable without pumping.

1.03 OWNER-FURNISHED CONTRACTOR INSTALLED ITEMS (O.F.C.I.)

- A. Certain items required for this project will be furnished by the Owner and installed by the Contractor. Such items are referred to as "Owner-Furnished Contractor Installed (O.F.C.I.)." O.F.C.I. items shall be picked up by the Contractor at Bear Canyon pump station, transported to the project site and installed by the Contractor.
- B. Contractor's installation of O.F.C.I. items shall include attaching or anchoring items, connecting utilities and controls, lubricating and necessary adjustment, startup, testing, placing items in service. If items are new Contractor shall turn over operation and maintenance manuals and equipment warranties to Owner.
- C. Coordinate with Owner to establish time and date of delivery and access to storage area.

1.04 WORK SEQUENCE

- A. General Requirements
 - 1. The work sequence described below generally describes the order of work contemplated by the Engineer and Owner. Contractor is responsible for coordinating with the Owner.
 - 2. The Contractor's staging area will be occupied by the Owner throughout the construction period. The Contractor shall provide all necessary access to the Owner's personnel as required to safely and efficiently operate/maintain the facilities. At all times during the Contract duration, the Contractor is to provide the Owner's personnel and representatives safe and immediate access to all process control equipment. Additionally, the Contractor is to provide for unimpeded access for all delivery vehicles transporting materials and equipment to the facility for the Owner's operations.
 - 3. The Work shall be bid, scheduled and constructed in such a manner as to result in the least possible disruption to the operations and staff of the existing facility. Modifications that affect or may affect the operation of the facility shall not be made without first obtaining written permission from the Engineer.

- 4. The Contractor shall note that not all valves and gates that may be used to isolate lines and facilities will completely seal. The Contractor shall allow for leakage in planning its work and may, with the Owner's concurrence, test certain valves and gates before work involving isolation is begun. The Contractor shall provide adequate temporary pumping and piping facilities to properly clear the work areas as necessary of water, chemicals and/or sludge. The Contractor shall clean the work areas as required to perform the work. Shutdown and isolation of existing facilities by closing existing valves/gates and operating electrical control panels, or as specifically provided for in the Contract Documents, will be performed by Owner personnel.
- 5. Prior to any shutdown or flow diversion all materials, fittings, supports, equipment and tools shall be on the site and all necessary skilled labor scheduled prior to starting any connection work. The Contractor shall provide staff following shutdowns to monitor and ensure the proper operation of systems.
- B. Work sequence will be divided into the following phases of work:
 - 1. Phase 1 Shutdown preparation
 - a. Contractor completes potholing to field verify positions of existing expansion joints
 - b. Contractor completes trenching to expose the expansion joints for replacement
 - c. Contractor prepares temporary pump and piping system to facilitate dewatering of the existing expansion joints that will not be dewatered by the City. The actual dewatering will occur during Phase 2
 - 2. Phase 2 Geysers system shut down phase (limited to 26 calendar days)
 - a. City deenergizes existing power conductors (12 kV) in pipeline trench
 - b. Pipeline dewatering
 - 1) Owner dewaters the portion of pipeline that can be drained back to Bear Canyon reservoir without pumping. Up to two (2) days may be required for this task.
 - 2) Contractor completes final dewatering of the pipeline using temporary equipment installed during Phase I
 - c. Dewatered pipeline is valved off
 - a) Contractor completes CCTV inspections concurrent with expansion joint replacements
 - b) Contractor replaces expansion joint nos. 1,2,3,4, & 5. Replacement order is up to Contractor's discretion.
 - c) Contractor backfills trenches
 - e. System startup. Up to two (2) days may be required for startup
 - 1) City reenergizes existing power conductors
 - 2) City fills pipeline (up to 2 days may be needed for this task)
 - 3) Leak testing
 - 3. Phase 3 Contract closeout
 - a. Contractor completes surface restoration and site cleanup
 - b. Contractor submits closeout submittals
- 1.05 CONTRACTOR'S USE OF SITE AND OWNER'S CONTINUED OPERATIONS
 - A. The Contractor shall confine its use of the site for work and storage to the Work Area Limits shown on the Contract Drawings. The Contractor's use of adjacent lands and roads for access to move onto and off of the site and for daily access of workers,

material and equipment shall be arranged and scheduled to minimize interference with the Owner's continued operations.

- B. The Owner intends to perform planned maintenance at Bear Canyon pump station during all or most of the construction period. The Contractor shall plan and schedule its work to minimize impacting the Owner's continued operations and shall, at all times, maintain safe access for the Owner's operating personnel and equipment.
- C. The Contractor shall be responsible for maintaining safe emergency exiting for the Owner's and Contractor's personnel in all areas affected by the Contractor's work.
- D. If operation of the Owner's existing facility is adversely affected by the Contractor's work, the Owner may suffer a financial loss and may make a claim against the Contractor to recovery its loss. Owner may revoke access to specified laydown areas if existing facilities are adversely affected by the Contractor's operations.

1.06 DOCUMENTING EXISTING

A. Prior to commencing the Work, tour the site with the Owner and the Engineer. Examine and document photographically and in writing the condition of existing buildings, equipment, improvements, and landscape planting on or adjacent to the site. This record shall serve as a basis for determination of subsequent damage due to the Contractor's operations and shall be signed by all parties making the tour. Record existing conditions by making a minimum of **100** annotated color photographs and a video showing all areas that may be affected during the Work. Provide **two (2)** 4x6 prints of each exposure and a CD with digital photos. Provide video on a DVD.

1.07 SHUTDOWN OF EXISTING UTILITIES, SERVICES OR OPERATIONS

- A. Coordinate shutdown durations and frequencies with Owner. Obtain the Engineer's approval at least seven (7) days prior to the shutdown of any utility, service or operation of any existing facility. Give required notice and make appropriate arrangements with utility owners and other affected parties prior to shutdown of any utility service. Contractor's bid shall be based on a work schedule that completes all work requiring a shutdown within a contiguous 26-calendar day window.
- B. Have all required material, equipment and workers on site prior to beginning any work involving a possible shutdown. Perform work as required to reduce shutdown time to the minimum. In some cases, this may require increased numbers of workers and/or premium time night or weekend work.

1.08 REFERENCE STANDARDS

- A. When these specifications state that Work or tests shall conform to specific provisions in a referenced standard, specification, code, recommendation or manual published by an association, organization, society or agency the referenced provisions, as they apply to the Work of the Contractor only shall be considered a part of these specifications as fully as if included in total. When these specifications or applicable codes contain higher or more restrictive requirements than those contained in reference standards these specifications or applicable codes shall govern.
- B. The latest edition of a referenced standard published at the time of submission of bids shall apply unless a specific date for the referenced standard is cited in these specifications.

C. General provisions in referenced standards, specifications, manuals or codes shall not change the specific duties and responsibilities between any of the parties involved in this work from those described in these contract documents. Provisions in referenced standards with regard to measurement and payment shall not apply to this Work unless specifically cited.

1.09 SPECIFICATION LANGUAGE AND STYLE

- A. Many parts of the Specifications as well as notes on the Drawings are written in the active voice and are addressed to the Contractor.
 - 1. When words or phrases requiring an action or performance of a task are used, it means that the Contractor shall provide the action or perform the task. For example: provide, perform, install, furnish, erect, connect, test, operate, adjust or similar words mean that the Contractor shall perform the action or task referred to.
 - 2. When words or phrases requiring selection, acceptance, approval, review, direction, designation or similar actions are referred to, it means that such actions are the Owner's or the Engineer's prerogative and that the Contractor must obtain such action before proceeding.
- B. Requirements in the Specifications and Drawings apply to all work of a similar type, kind or class even though the word "all" or "typical" may not be stated.

1.10 DEFINITIONS

A. The following terms, when used in the Contract Documents, shall have the meanings listed:

ACCEPTABLE PERFORM	"acceptable to the Engineer" "perform all operations required to complete the work referred to in accordance with the intent of the Contract Documents"
PROVIDE	"furnish and install the work referred to including proper anchorage, connection to required utilities or other work, testing, adjustment and startup ready to put in service and perform the intended function"
REQUIRED	ⁱ required by the Contract Documents or required to complete the Work and produce the intended results"
SATISFACTORY	"acceptable to the Engineer"
SHOWN	"as indicated on the Drawings"
SITE	"geographical location of the Project and land within the work area shown on the contract drawings and within which the Work will be installed or built"
SPECIFIED	"as written in the Contract Documents including the Specifications and the Drawings"
SUBMIT	"submit to the Engineer"

1.11 ABBREVIATIONS

A. The following acronyms or abbreviations are used in these specifications for the organizations listed.

Abbreviation	Stands for
AASHTO	American Association of State Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association

Abbreviation	Stands for
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of
	America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	
	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning
	Engineers
ASME	American Society of Mechanical Engineers
ASTM	ASTM International
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Department of Industrial Relations, Division of
	Industrial Safety
CAL TRANS	California Department of Transportation
CBC	California Building Code
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CEC	California Energy Code
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards for the U.S. Department of Commerce
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules
00 30	for Overhead Electric Line Construction
GO 128	General Order No. 128, California Public Utilities Commission Rules
00 120	
	for Underground Electrical Construction
HI	Hydraulic Institute

Abbreviation HMI IAPMO IBC ICBO IEEE IES IFC IGCC IMC IPCE ISA NAAMM NBS NCPI NEC NEMA NETA NFPA NGVD NSF NWMA OSHA PCA REA SAMA SMACNA SSPC TCA UBC UFC UMC	Stands for Hoist Manufacturers Institute International Association of Plumbing and Mechanical Officials International Building Code International Conference of Building Officials Institute of Electrical and Electronic Engineers Illuminating Engineering Society International Fire Code Insulating Glass Certification Council International Mechanical Code International Power Cable Engineers Association Instrument Society of America National Association of Architectural Metal Manufacturers National Bureau of Standards National Bureau of Standards National Electric Code National Electrical Manufacturers Association International Electrical Testing Association National Fire Protection Association National Geodetic Vertical Datum National Sanitation Foundation National Sanitation Foundation Scientific Apparatus Makers Association Scientific Apparatus Makers Association Sheet Metal and Air Conditioning Contractors National Association Structural Steel Painting Council Tile Council of America Uniform Building Code Uniform Building Code
UMC UPC	Uniform Mechanical Code Uniform Plumbing Code
USDC	U.S. Department of Commerce
UL	Underwriters Laboratories
WCLIB WIC	West Coast Lumber Inspection Bureau Woodwork Institute of California
WISHA	Washington Industrial Safety and Health Act, Chapter 49.17 of the Revised Code of Washington (RCW)
WQCB WRCB	Water Quality Control Board (Regional) Water Resources Control Board

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. Coordinate scheduling, submittals and work of various Sections of the Specifications and subcontractors to assure efficient and orderly sequence of interdependent construction. Coordinate construction scheduling with City and utility shutdowns with requirements and limitations in Section 01010. Provide accommodations for Owner Furnished Contractor Installed (O.F.C.I.) items.

1.02 CONNECTIONS TO UNDERGROUND UTILITIES, CONDUITS, OR PROCESS PIPING

- A. Obtain best available current information on location, identification and marking of existing utilities, piping and conduits and other underground facilities before beginning any excavation. In areas where utilities participate in Underground Service Alert, call 1-800-642-2444 in Northern California for information at least 48 hours in advance of beginning work. Give Engineer 24 hours notice before beginning work.
- B. The location of existing utilities and underground facilities known to the Design Engineer are shown in their approximate location based on information available at the time of preparing the Drawings. The actual location, size, type and number of utilities and underground facilities may differ from that shown and utilities or underground facilities may be present that are not shown.
- C. Use extreme care when excavating or working in areas that may contain existing utilities, process piping, conduits or other underground facilities. Use careful potholing, hand digging and probing to determine the exact location of underground installation. Some locations contain multiple pipes or conduits. Prior to performing any subsurface work, investigate, determine and prepare a plan to turn off or disconnect each utility believed to be in the within 100 feet of the subsurface work in the event of an accidental breach of a utility conduit.
- D. Where connections to existing utilities or other underground facilities is required or where new piping or conduits may cross or interfere with existing utilities or underground facilities, carefully excavate and uncover existing installations to a point 1 foot below the pipe or conduit to determine the actual elevation and alignment. Call the Engineer's attention to differing existing conditions that may require a clarification or change.

1.03 PRECONSTRUCTION MEETING

- A. Prior to beginning the Work, the Contractor and its key personnel and Subcontractors including the Contractor's Superintendent, Project Manager, and Field Engineer shall attend a meeting with the Owner and the Engineer to discuss the following:
 - 1. Name, Authority, and Responsibilities of Parties Involved
 - 2. Project Procedures:
 - a. Progress meetings
 - b. Correspondence
 - c. Notification
 - d. Submittal of Product Data, Shop Drawing Samples, and Proposed Equivalents

- e. Requests for Information
- f. Response to Requests for Information
- g. Requests for Quotation
- h. Work Directive Change
- i. Change Orders
- j. Engineer's "Items of Concern List"
- k. Application for Payment
- 3. Temporary Schedule and Contractor's Construction Schedule
- 4. Temporary Facilities and Control
- 5. Testing During Construction
- 6. Contractors Coordination
- 7. Mechanical/Electrical Coordination
- 8. Maintenance of Record Drawings
- 9. Owner Provided Items or Work and Owner Furnished Contractor Installed items
- 10. Early Beneficial or Partial Occupancy
- 11. Final Testing, Startup, and Balancing
- 12. Punch Lists and Project Closeout Procedures
- 13. Final Deliverables including Record Drawings, Operation and Maintenance Manuals, and Special Guarantees.

1.04 PROGRESS MEETINGS

- A. The Engineer will conduct weekly progress meetings with Contractor and Owner at job site. Attendance required by Contractor's project manager, superintendent and affected Subcontractors and suppliers. The Engineer will prepare, maintain, and distribute agenda and dated record of: (1) actions required and taken and (2) decisions needed and made.
- B. Agenda:
 - 1. Review critical items/action list.
 - 2. Review work progress. Compare actual progress with planned progress shown on Contractor's rolling three-week Construction Schedule. Discuss corrective action required. Compare actual and projected progress with Contractor's CPM Construction Schedule, propose methods to correct deficiencies.
 - 3. Review status of Submittals; review delivery dates and delivery dates for critical items.
 - 4. Review coordination problems.
 - 5. Schedule needed testing and critical inspections.
 - 6. Review critical requirements for each trade or major piece of equipment prior to beginning work or installation.
 - 7. Discuss Contractor Quality Control.
 - 8. Discuss open items on Engineer's "Items of Concern List."
 - 9. Discuss impact of proposed changes on progress Schedule.
 - 10. Other business.

1.05 PERFORMANCE SPECIFICATIONS AND CONTRACTOR DESIGNED WORK

A. Work under this Contract may be specified by a combination of descriptive, performance, reference standard and proprietary specifications. In the event of conflict between any of the various specification methods used to specify a single item the order of precedence shall be the order in which the methods are listed in the preceding sentence. The terms used to describe types of Specifications are taken from the Construction Specification Institute (CSI) Handbook of Practice.

- B. Where Specifications are used to define the characteristics of Contractor designed systems, items or components, the Contractor shall be fully responsible to design, engineer, manufacture, and install the systems, items and components to meet the specified functional requirements, performance requirements, quality standards, durability standards and conditions of use as well as all applicable codes, regulations and referenced trade or industry standards. The Contractor shall perform such design by employing engineers licensed in California. The Contractor's design submittals shall include calculations and assumptions on which the design is based and shall be stamped and signed by appropriately licensed engineers.
- C. The Owner and the Engineer shall have the right to rely on the expertise and professional competence of the Contractor's design. Favorable review of the Contractor's design submittal shall not relieve the Contractor from full responsibility for the adequacy of the Contractor's design.

1.06 MATERIAL AND EQUIPMENT

- A. General:
 - 1. Verify that products delivered meet requirements of Contract Documents and the requirements for Favorably Reviewed submittals.
- B. Compatibility of Equipment and Material:
 - 1. Similar items, equipment, devices or products furnished under a single specification section shall all be made by the same maker and have interchangeable parts.
 - 2. In addition, but only if so stated in each affected Specification Section, similar items furnished under two or more Specification Sections shall be made by the same maker and have interchangeable parts.
 - 3. All similar materials or products that are interrelated or used together in an assembly shall be compatible with each other.
- C. Transportation and Handling:
 - 1. Transport and handle products in accordance with manufacturer's instructions.
 - 2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
 - 3. Provide equipment and personnel to unload and handle products by methods to prevent soiling, disfigurement, or damage.
- D. Storage and Protection:
 - 1. Store and protect products in accordance with manufacturer's instructions. Seals and labels shall be intact and legible.
 - 2. Store moisture-sensitive products including finish woodwork, gypsum products, acoustical products, motors, electrical equipment, instruments and controls in weather-tight, humidity- and temperature-controlled enclosures.
 - 3. For exterior storage of fabricated products, place items on sloped supports, aboveground.
 - 4. Cover products subject to deterioration from moisture, dust, or sunlight with opaque watertight but breathable sheet covering. Provide ventilation to avoid condensation.
 - 5. Provide offsite storage and protection including insurance coverage when site does not permit onsite storage or protection.
 - 6. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
 - 7. Provide facilities, equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

- 8. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- E. Installation Standards and Manufacturers' Recommendations:
 - 1. Install all products and materials in strict compliance with the most restrictive of the following:
 - a. The manufacturer's or provider's written instructions or recommendations. Follow step-by-step installation procedures.
 - b. Recommendations of referenced trade associations or standards.
 - c. The Contract Specifications and Drawings.
 - 2. Where conflicts exist, present alternatives with advantages and disadvantages to Engineer for decision.
- F. If reference standards or manufacturer's instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.
- 1.07 SAFETY
 - A. Contractor shall prepare a project health and safety plan that includes procedures/protocols to be adopted to maintain employee safety in light of COVID-19 threat.
 - B. The Contractor shall be solely and exclusively responsible for and have control over:
 - 1. Construction means, methods, techniques, sequences, procedures and for coordinating all portions of the Work under the Contract Documents.
 - 2. Safety of employees engaged in the work while on and off the site.
 - 3. Safety of the Owner, the Engineer, the Design Engineer, and others who may visit or be affected by the work.
 - 4. Safety of the work itself including material and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
 - 5. Safety of other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.
 - 6. Safety programs, equipment and protective devices required to assure the safety of persons and property for whom/which the Contractor is responsible.
 - C. The Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants shall not be responsible for any construction means, methods, techniques, sequences, nor for safety in, on or about the site, nor for coordinating any part of the Work.
 - D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
 - E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, necessary fences and other safeguards for safety and protection of persons and property on and off the site and shall: (1) post danger signs and other warnings against hazards, (2) promulgate safety regulations, and (3) notify owners and users of adjacent sites and utilities when the Contractor's operations may affect them.

- F. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.
- G. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required in connection with the Work and shall send copies of all accident, injury or work-related illness reports and of all notices of unsafe conditions to the Engineer.
- H. The Contractor shall not load or permit heavy weights to be placed on any part of the construction or site so as to endanger its safety.
- I. The duties of the Owner, the Engineer and the Design Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site.
- J. The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as required to prevent injury to personnel and damage to property, and to comply with all applicable laws and regulations including State OSHA, Federal OSHA, and other regulations referenced in these Contract Documents.
- K. The Contractor shall, at all times, maintain the job in a condition that is safe for the Owner, the Engineer and their consultants to make site visits and to conduct construction reviews. If the Owner or the Engineer cannot allow personnel to visit the job because it is not safe, the Contractor is not providing required safe access to the Work as required by these specifications.
- L. The Contractor shall prepare a Safety Plan meeting the requirements of applicable regulations. As a minimum, the Contractor's Safety Plan shall set forth definite procedures for informing workers about safety, for instructing workers in safe practices, for assuring that workers are using appropriate safety equipment and safe work practices and for reporting accidents.

1.08 EXCAVATION AND TRENCHING; WORK WITHIN CONFINED SPACES

- A. Submit specific plans to the Owner showing details of provisions for worker protection from caving soils and inundation in accordance with Section 6705 of the California State Labor Code. The detailed plans shall show the design of shoring, bracing, sloping banks or other provisions and shall be prepared, signed and stamped by a Civil or Structural Engineer licensed in the State in which the Work is performed and retained by the Contractor. The plans will also indicate how pipeline workers will be protected during construction. The Owner's acceptance of the detailed plans submitted is only an acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions, criteria, completeness, applicability to areas of intended use, or implementation of the plans, which are solely the responsibility of the Contractor and its Registered Engineer.
- B. Work within Confined Spaces: Work within confined spaces is subject to applicable laws, regulations and safety orders including applicable California Tunnel Safety Orders.
- C. The foregoing provisions do NOT reduce the requirement for the Contractor to maintain safety in ALL operations performed by the Contractor or its Subcontractors.

1.09 CONTRACTOR'S QUALITY CONTROL

- A. The Contractor shall be fully responsible for inspecting the work of its suppliers and subcontractors to assure that the work when completed will comply with the standards for materials and workmanship required by the Contract Documents.
- B. Inspections, periodic observations and testing performed by the Owner or the Engineer are for the Owner's benefit and information only and shall not be construed as partial or incremental acceptance of the work and shall not be deemed to establish any duty on the part of the Owner or the Engineer to the Contractor, its subcontractors or suppliers.
- C. The Engineer will have authority to reject Defective Work. The Engineer will have authority to require additional inspection or testing of the Work whether or not such Work is fabricated, installed or completed. Neither this authority of the Engineer nor a decision not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- D. Observations by the Engineer or tests, inspections or approvals by others shall not relieve the Contractor from its obligation to perform the Work in accordance with the Contract Documents.
- E. The Contractor shall:
 - 1. Monitor quality control over suppliers, manufacturer, products, services, site conditions, and workmanship, to produce work of specified quality.
 - 2. Comply fully with manufacturer's installation instructions, including performing each step in sequence as recommended by the manufacturer.
 - 3. Submit a Request for Information (RFI) to the Engineer before proceeding with work when manufacturers' instructions or reference standards conflict with Contract Documents.
 - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - 5. Perform work by persons specializing in the specific trade and class of work required and qualified to produce workmanship of specified quality.
 - 6. Secure products in place with positive anchorage devices designed and sized to withstand seismic, static and dynamic loading, vibration, and physical distortion or disfigurement.
- F. If reference standards or manufacturers' instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.
- G. The Contractor shall provide assistance required by the Engineer to adequately inspect the Work including ladders, scaffolding, lighting, ventilation and other aids to facilitate access and provide a safe working environment.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

01140 TEMPORARY CONTROLS FOR ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SCOPE

- A. This project is exempt from /not covered under the California State Water Resources Control Board Construction Activities Storm Water General Permit No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ and 2012-0006-DWQ (NPDES No. CAS000002) (Permit), effective July 17, 2012, for the reasons stated below.
 - 1. The project will disturb less than one acre of land surface. Exempt from CA General Permit but covered by local municipal storm water permit
 - 2. The project is a Linear Underground/Overhead Project (LUP) that involves any one or more of the following routine maintenance activities:
 - a. The project is a routine maintenance project associated with operations and maintenance activities that are conducted on existing lines and facilities and within existing right-of-way, easements, franchise agreements, or other legally binding agreements of the Discharger. Routine maintenance projects include, but are not limited to, projects that are conducted to:
 - 1) Maintain the original purpose of the facility or hydraulic capacity.
 - Update existing lines (including replacing existing lines with new materials or pipes) and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
 - 3) Repair leaks.
 - b. The construction activity does not include field activities associated with the planning and design of a project (e.g., activities associated with route selection).
 - c. Tie-ins conducted immediately adjacent to "energized" or "pressurized" facilities by the Discharger are not considered construction activities where all other LUP construction activities associated with the tie-in are covered by a Notice of Intent (NOI) and SWPPP of a third party or municipal agency.
- B. During the progress of the work, keep the work areas occupied by the Contractor in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the construction project.
- C. Develop an Environmental Protection Plan within thirty (30) days from the date of the Notice to Proceed. The Environmental Protection Plan shall include, but not be limited to, the following items:
 - 1. Copies of required permits.
 - 2. Proposed disposal site(s).
 - 3. Copies of any agreements with public or private landowners regarding equipment, materials storage, borrow sites, fill sites, or disposal sites. Any such agreement made by the Contractor shall be invalid if its execution causes violation of local or regional grading or land use regulations.
- D. Distribute the favorably reviewed Environmental Protection Plan to all employees and to all subcontractors and their employees.

1.02 MITIGATION AND MONITORING OF ENVIRONMENTAL FACTORS

- A. Requirements: All operations shall comply with all Federal, State and local regulations pertaining to water, air, solid waste, and noise pollution.
- B. Definitions of Contaminants:
 - 1. Sediment: Soil and other debris that have been eroded and transported by runoff water.
 - 2. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings.
 - 3. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalies, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
 - 4. Sanitary Wastes:
 - a. Sewage: That which is considered as domestic sanitary sewage.
 - b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
 - 5. Hazardous Materials: As defined by applicable laws and regulations. Undisclosed hazardous material contamination, if encountered will constitute a changed site condition.
- C. Protection of Natural Resources:
 - 1. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the Drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed. Maintain natural drainage patterns. Conduct construction activities to avoid ponding stagnant water conducive to mosquito breeding.
 - 2. Air Quality:
 - a. Employ measures to prevent the creation of air pollution.
 - Unpaved areas where vehicles are operated shall be periodically wetted down or given an equivalent form of treatment, to eliminate dust formation.
 - 2) Store all volatile liquids, including fuels or solvents in closed containers.
 - 3) No open burning of debris, lumber or other scrap will be permitted.
 - 4) Properly maintain equipment to reduce gaseous pollutant emissions.
 - 3. Construction Storage Areas:
 - a. Storage of construction equipment and materials shall be limited to the designated Contractor's storage area located at Bear Canyon pump station as shown on the Drawings. Contractor may store equipment and materials adjacent to joints where existing right of way allows for such storage.
 - b. Store and service equipment at the designated Contractor's storage area. No dumping of surplus concrete or grout on the site will be permitted.
 - 4. Cultural Resources: The project does not pass through any known archaeological sites. However, it is conceivable that unrecorded archaeological

sites could be discovered during the construction. In the event that artifacts, human remains, or other cultural resources are discovered during excavations at locations of the Work, the Contractor shall protect the discovered items, notify the Engineer, and comply with applicable law.

- 5. Fire Prevention: Take steps to prevent fires including, but not limited to the following:
 - a. Provide spark arrestors on all internal combustion engines.
 - b. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
 - c. Provide fire extinguishers at hazardous locations or operations, such as welding.
- 6. Fish and Wildlife Resources: The Contractor shall not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.
- 7. Hazards:
 - a. Oil wastes shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, resins and other environmentally deleterious substances.
- 8. Land Resources:
 - a. Do not remove, cut, deface, injure or destroy trees or shrubs outside the work area limits. Do not remove, deface, injure or destroy trees within the work area without permission from the Engineer or unless noted on the Drawings.
 - b. Temporary Construction: Obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Engineer. Level all temporary roads, parking areas and any other areas that have become compacted or shaped. Any unpaved areas where vehicles are operated shall receive a suitable surface treatment or shall be periodically wetted down to prevent construction operations from producing dust damage and nuisance to persons and property, at no additional cost to the Owner. Keep haul roads clear at all times of any object that creates an unsafe condition. Promptly remove any contaminants or construction material dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary.
- 9. Noise Control: The following noise control procedures shall be employed:
 - a. Conform to Sonoma County standards and ordinances that regulate construction noise.
 - b. Conform to the following in the absence of standards or ordinances:
 - 1) Maximum Noise Levels within 1,000 Feet of any Residence, Business, or Other Populated Area: Noise levels for trenchers, pavers, graders and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions.
 - 2) For all other equipment, noise levels shall not exceed 85 dBA at 50 feet. Construction employing noise-producing equipment shall not be performed outside the hours of 7:00 a.m. to 8:00 p.m. Monday through Friday without the Owner's permission.

- c. Equipment: Jack hammers shall be equipped with exhaust mufflers and steel muffling sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.
- d. Operations: Keep noisy equipment as far as possible from noisesensitive site boundaries. Machines should not be left idling. Use electric power in lieu of internal combustion engine power wherever possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have properly working mufflers.
- e. Scheduling: Schedule noisy operations so as to minimize their duration at any given location.
- f. Monitoring: To determine whether the above noise limits are being met and whether noise barriers are needed, the Contractor shall use a portable sound level meter meeting the requirements of American National Standards Institute Specification S1.4 for Type 2 sound level meters. If non-complying noise levels are found, the Contractor shall be responsible for monitoring and correction of excessive noise levels.
- 10. Odor Control: Employ measures to prevent the creation of odors.
 - a. Store all volatile liquids, including fuels or solvents in closed containers.
 - b. No open burning of debris, lumber or other scrap will be permitted.
 - c. Properly maintain equipment to reduce gaseous pollutant emissions.
- 11. Revegetation of Disturbed Areas:
 - a. Tree and Shrubs Replacement: Replace trees and shrubs damaged by the construction or as noted on the Drawings after completion of earthwork in the area. Plant nursery stock of the same species and variety, in 5 gallon cans on a one-for-one basis. Plant in the early Fall. If planting is not feasible in early fall, the Engineer will reschedule the tree planting operations.
 - b. Planting of Trees and Shrubs:
 - 1) Selection: Deliver trees and shrubs to the site in the nursery containers, with the nursery tags identifying the species and variety. The trees and shrubs should be selected for shape and symmetrical branching habit, which at maturity will produce strong, full foliated specimens. The specimens shall have grown in the designated size of container for a sufficient length of time for the root system to hold the earth when taken from the container, but not long enough to become rootbound or cause a "hardening off" of the root system. Specimens which are loose in the root ball will be rejected. Remove all rejected specimens from the site and replace with specimens as specified. Specimens shall be sound, healthy, vigorous and free from insects, pests, plant diseases and injuries.
 - 2) Protection: Specimens which cannot be planted within one (1) day of delivery shall be properly protected and kept moist to prevent drying.
 - 3) Planting Procedure: Planting hole shall be twice the width of the root ball and at least one and one-half times the height of the root ball. Fill the planting hole with water and let drain away. Mix excavated soil with a planting mix appropriate for the type and condition of the soil and the species of tree or shrub and place the mixed soil in the planting hole to the depth necessary to bring the root ball slightly higher than the surrounding soil. Remove the

specimen from the container carefully so that the root ball remains unbroken. Place in planting hole and fill with mixed soil to one-half the height of the root ball, tamp thoroughly, then water. Set specimens at such a level that after settlement the top of the root ball is level with the surrounding finish grade. Add mixed soil to form watering basin, fill basin twice with water immediately after planting. Water plantings as frequently as required to keep the specimens adequately moist until well established. The Contractor will be responsible for maintaining specimens for a minimum of one (1) year after final acceptance or planting, whichever is later.

- 4) Staking: Use 2 inch x 2 inch redwood or cedar stakes of length adequate to support each tree. Drive a stake on each side of each specimen outside of the root ball, to a depth of 3 feet. Support tree to stakes using twisted galvanized wire covered with reinforced rubber hose where in contact with the specimen.
- 5) Mulching: Fill all watering basins of trees and shrubs with a layer of mulch not less than 2 inches thick
- 12. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews, the Engineer and visitors to the site
- 13. Water Resources: Comply with all applicable Federal, State and local regulations concerning the discharge (directly or indirectly) of pollutants to the underground and natural waters.
 - a. Exercise every reasonable precaution to protect streams, lakes, reservoirs, bays and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and conduct and schedule operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters.
 - 1) Water pollution control work is intended to provide prevention control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities that may be shown on the Drawings, specified herein or directed by the Engineer. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Contract work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, and ditches, and shall apply straw and seed, which become necessary as a result of its operations. The Contractor shall coordinate water pollution control work with all other work done on the Contract.
 - b. Submit a plan to control water pollution effectively during construction of the Work. Such program shall show the schedule for the erosion control work included in the Contract and for all water pollution control measures, which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such plan has been accepted. The Contractor may request the Engineer to waive the requirement for submission of a written plan for control of water pollution

when the nature of the Contractor's operation is such that erosion is not likely to occur. Waiver of this requirement will not relieve the Contractor from responsibility for compliance with the other provisions of this Section. Waiver of the requirement for a written plan for control of water pollution will not preclude requiring submittal of a written plan at a later time if the Engineer deems it necessary because of the effect of the Contractor's operations.

- c. BMPs shall be selected, installed and maintained in accordance with the latest edition of the California Storm Water Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, http://www.casqa.org/
- d. Implement the following Erosion and Sediment Transport Controls:
 - 1) Discharge construction runoff to avoid buildup of large potentially erosive flows.
 - 2) Prevent runoff from flowing over unprotected slopes.
 - 3) Keep disturbed areas to the minimum necessary for construction.
 - 4) Keep runoff away from disturbed areas during construction.
 - 5) Direct flows over vegetated areas prior to discharge into public storm drainage systems. Do not discharge into public drainage systems or natural drainages without the necessary approvals and permits.
 - 6) Trap sediment before it leaves the site, using BMPs such techniques as straw wattles, check dams, sediment ponds, or siltation fences.
 - 7) Remove and dispose of all project construction-generated siltation that occurs in offsite retention ponds, if used.
 - 8) Provide erosion and sediment transport control measures and materials on-site and ready for implementation prior to the onset of the first major storm of the season or subsequent storms.
 - 9) Stabilize disturbed areas as quickly as possible.
- e. Temporary erosion and sedimentation BMPs are intended to provide prevention control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities that may be shown on the Drawings, specified herein or directed by the Engineer.
- f. Coordinate erosion and sedimentation BMPs with all other work.
- g. If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise its operations and its water pollution control program. Such directions will be in writing and will specify the items of work for which the Contractor's water pollution control measures are inadequate. No further work shall be performed on said items until the water pollution control measures are adequate; and if also required, a revised water pollution control plan has been accepted.
- h. Where erosion is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

- i. Nothing in the terms of the Contract nor in the provisions in this Section shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the California Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.
- j. The Contractor shall also conform to the following provisions:
 - Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams and during construction of such barriers, muddying of streams shall be held to a minimum.
 - 2) Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.
 - 3) Should the Contractor's operations require transportation of materials across live streams, such operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of such live streams except as may be necessary to construct crossings or barriers and fills at channel changes.
 - 4) Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.
 - 5) Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream. At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the area. Any soil or water that is contaminated with oily substances due to the Contractor's operations shall be disposed of in accordance with applicable regulations.
 - 6) Portland cement or fresh Portland cement concrete shall not be allowed to enter flowing water of streams.
 - 7) When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion and settling; pond sites shall be graded so they will drain and will blend in with the surrounding terrain.
 - 8) Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.
 - 9) Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct its operations so as to allow free passage of such migratory fish.
- D. Execution: Training.
 - 1. Provide pre-construction training to ensure staff is aware of project specific environmental impacts
 - 2. Provide weekly training to review staff awareness of environmental factors

3. Ensure photographic and ongoing compliance documentation is acquired and properly kept.

1.03 DISPOSAL OPERATIONS

- A. Solid Waste Management:
 - 1. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto adjacent property. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.
 - 2. Washing of concrete containers where wastewater may reach adjacent property or natural water courses shall not be permitted. Provide temporary, lined concrete washout stations per Water Pollution Control Plan. Remove any excess concrete to the sanitary landfill. Remove temporary concrete washout station(s) at completion of the project.
- B. Chemical Waste and Hazardous Materials Management: Furnish containers for storage of spent chemicals used during construction operations. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- C. Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable regulations.
- D. Excavated Materials:
 - 1. Native soil complying with the requirements of Section 02300 Earthwork, may be used for backfill, fill and embankments as allowed by that section.
 - 2. Spoil Material:
 - a. Remove all material which is excavated in excess of that required for backfill, and such excavated material which is unsuitable for backfill, from the site and dispose of offsite in accordance with applicable regulations. Remove rubbish and materials unsuitable for backfill immediately following excavation. Remove material in excess of that required for backfill immediately following backfill operations.
 - b. Rubbish shall consist of all materials not classified as suitable materials or rubble and shall include shrubbery, trees, timber, trash and garbage.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

01200 PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

- 1.01 TYPE OF CONTRACT
 - A. The Work covered by these Contract Documents shall be provided under a single lump sum Contract.

1.02 DESCRIPTION OF BID ITEMS

- A. Contractor may apply for payment of bid items on a percent complete basis and in accordance with the submitted project schedule of values.
- B. Contractor's price for each bid item shall include a pro-rata share of all indirect costs including permitting, overhead, profit and sales taxes.
- C. <u>Bid Item 1, **Mobilization and Demobilization** (Limited to 5% of Total Base Bid <u>Price</u>) is a **lump sum** bid for mobilization/demobilization and shall not exceed five percent (5%) of the Total Bid Price. Bid Item 1 shall include: the obtaining of insurance and bonds; moving onto the site of all equipment; submittal and approval of initial project schedule, obtaining and paying for all permits by other agencies as applicable; furnishing temporary construction utilities (temporary power, toilets, water, fences, etc.); installing construction signs; temporary buildings and field office trailer(s); and other construction all as required for the proper performance and completion of the work.</u>
 - 1. The lump sum bid for demobilization shall be twenty percent (20%) of the total bid item. Demobilization shall include site cleaning and restoration of surfaces within the job site; post-construction meeting, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the Owner.
 - 2. Contractor may apply for payment of mobilization on a percent complete basis as the items covered in the Mobilization are being completed.
 - 3. Contractor may apply for payment up to fifty percent of (50%) of demobilization after the overall project substantial completion is achieved and the project begins to demobilize.
 - 4. The lump sum price shall be full compensation for the preparation and installation or submittal of these materials, and for all labor, equipment, tools and incidentals to complete this item.
- D. <u>Bid Item 2</u>, **Pipeline Dewatering** is the **lump sum** price to dewater the pipeline as required to facilitate replacement of the expansion joints.
- E. <u>Bid Item 3</u>, **Replace Expansion Joint No. 1** is **lump sum** price for replacement of expansion joint no. 1
- F. <u>Bid Item 4, **Replace Expansion Joint No. 2**</u> is **lump sum** price for replacement of expansion joint no. 2
- G. <u>Bid Item 5, **Replace Expansion Joint No. 3**</u> is **lump sum** price for replacement of expansion joint no. 3
- H. <u>Bid Item 6</u>, **Replace Expansion Joint No. 4** is **lump sum** price for replacement of expansion joint no. 4

- I. <u>Bid Item 7, **Replace Expansion Joint No. 5**</u> is **lump sum** price for replacement of expansion joint no. 5
- J. <u>Bid Item 8</u>, **Sheeting**, **Shoring and Bracing** is the **lump sum** price for providing trench protection in accordance with OSHA regulations
- K. <u>Bid Item 9, **Traffic Control**</u> is the **lump sum** price for providing traffic control at all locations, in accordance with County standards and ordinances
- L. <u>Bid Item 10, **Asphalt Cement Paving**</u> is the unit price for AC paving at all locations, on a per-**ton** basis, multiplied by the estimated quantify called out in the bid schedule
- M. <u>Bid Item 11, Closed-Circuit Television</u> is the unit price for CCTV recording on a per **lineal foot** basis multiplied by the total estimated quantity called out in the bid schedule
 - 1. The estimated quantity of <u>Bid Item 11, Closed-Circuit Television</u> is for bidding purposes only. This item may be increased, decreased or eliminated in its entirety based on field conditions or evaluation by the Engineer, and no adjustment in the contract bid price will be made therefor. The provisions in Section 9-1.06 of the Standard Specifications shall not apply.
- N. <u>Bid Item 12</u>, **Water Pollution Control Plan** is the **lump sum** price for obtaining an approved water pollution control plan as required in these contract documents
- O. <u>Bid Item 13</u>, **Early Completion Incentive** is the per **day** price for returning the Geysers Pipeline system to full-service operation sooner than 30 calendar days after shutdown start, for a maximum of 5 days.

1.03 CONTRACT MODIFICATIONS

- A. The following documents may be used by the Engineer:
 - 1. Request for Quotation: Issued by the Engineer, a Request for Quotation is used to describe a proposed change and request a cost quotation from the Contractor but does not authorize a change in the Work or in the Contract Time or Price.
 - 2. Change Order: Signed by the Engineer signifying its recommendation and signed by the Contractor and Owner signifying their acceptance, a Change Order changes the Scope of Work and possibly the Contract Price and/or Contract Time.
 - 3. Work Directive Change: Signed by the Owner (and in some cases by the Contractor) signifying their acceptance and issued by the Engineer, a Work Directive Change is used: (1) to direct the Contractor to do extra work on a cost accounting basis with a fixed maximum sum when the Owner and Contractor have not agreed on the price and time for the change, and (2) to direct the Contractor to do work that the Contractor contends is not included in the contract scope. Work done under Case 1 will be converted to a Change Order when the Contractor and Owner agree on the change in price and time. The Contractor may make a claim under General Conditions Article 10 for recovery of cost and time extension for work done under Case 2; but if the claim is denied because the work is determined to be included in the contract scope, then the Contract Time and Price will not be changed.
 - 4. Response to Request for Information: Issued by the Engineer, a Response to Request for Information is used to order or document minor changes in the work consistent with the intent of the Contract Documents and NOT involving a change in price or time. Information issued on a Response to Request for Information shall NOT authorize a change in Contract Price or Contract Time

and shall not be considered a Constructive Change Order. If the Contractor considers that a Response to Request for Information would cause a change in Contract Price or Time, it shall notify the Engineer in writing by submitting an Initial Potential Claim Record within five (5) days of receipt of the Response to Request for Information and shall not proceed with the work.

- B. The Contractor hereby expressly waives any claim or right to make a claim for an increase in Contract Time or Price without written notice to the Engineer of the Contractor's intent to make a claim five (5) days prior to proceeding to execute the work or portion thereof giving rise to such claim.
- C. The Contractor agrees that it shall not consider any Response to Request for Information, order, instruction, clarification, suggestion or any other communication either written or oral, given intentionally or unintentionally by the Engineer, Owner or any other person as authorization or direction to do any work that would cause a change in Contract Time or Price unless it is a formal written Change Order or Work Directive Change signed by the Owner.

1.04 SCHEDULE OF VALUES

- A. At least twenty (20) days prior to the first Application for Payment Date, the Contractor shall submit a Schedule of Values allocating the Contract Price to various trades, types of work, pieces of equipment, and major tasks to assist the Engineer in evaluating the percentage completion for each part of the Work. The Contractor's overhead and profit shall be uniformly pro-rated over all items in the Schedule of Values. The Schedule of Values shall represent the actual cost of each segment of the work and shall not allocate higher costs, overhead or profit to work items scheduled for early completion. If the Engineer objects to the allocation of cost or the level of detail provided, the Contractor shall revise and resubmit the Schedule of Values.
- B. The Contractor's Schedule of Values shall be in a form acceptable to the Engineer and have at least the following level of detail: a separate line item for each technical specification section, for site mobilization, for Construction Scheduling, for bonds and insurance, for final cleanup and for final deliverables. Subdivide final deliverables into: Record Drawings; Operation and Maintenance Manuals with Parts Lists; and Special Guarantees. Include the appropriate specification section and paragraph number for each line item. Subdivide major trades or portions of the work into multiple line items that relate to observable milestones to aid monthly progress evaluations in accordance with the following example:

Concrete Work Foundations Slab on grade First floor walls and columns Second floor beams and slabs Second floor walls and columns, etc.

C. The Engineer may recommend payment for the cost of making a successful Shop Drawing Product Data or Sample submittals required for Product Review not to exceed **2%** of the value of the work or item submitted.

1.05 APPLICATION FOR PAYMENT

A. The period covered by each Application for Payment shall be one (1) calendar month. Payment shall be based on work completed as of the Application for Payment

Date which shall be the last day of the month unless otherwise stated in the Agreement. Within seven (7) days after each Application for Payment Date, the Contractor shall meet with the Engineer to review the line item amounts proposed by the Contractor for payment. When the amounts proposed are acceptable to the Engineer, the Contractor shall prepare and submit within three (3) days, an Application for Payment form and Conditional Lien Releases from the Contractor, each subcontractor, supplier and materialman whose work is included in the Application. The Contractor shall sign and certify on the Application for Payment, subject to penalty of perjury, the following: "The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all Work for which previous payments have been received is free and clear of liens, claims, security interests or encumbrances of any kind. The Contractor further warrants that title to all Work covered by this Application for Payment on later than the time of payment."

- B. The Contractor shall pay all applicable sales, consumer, use, and similar taxes for the Work provided by the Contractor and such taxes shall be included in the Contract Price.
- C. Contractor accepts full liability for the payment of any and all contributions, deductions, or taxes for social security, unemployment insurance, old age and survivor's benefits, medical and health benefits, or for any other purpose now or hereafter imposed under any applicable law measured by the wages, salary or other remuneration paid to persons employed by or on behalf of Contractor for the Work. Contractor covenants and agrees to observe and fully comply with all applicable law, including procurement of any necessary occupational licenses, permits and inspection certificates.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

01300 SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTAL PROCEDURES

- A. Accompany each submittal with a Submittal form that contains the following information:
 - 1. Contractor's name and the name of Subcontractor or supplier who prepared the submittal.
 - 2. The project name and identifying number.
 - 3. Description of the submittal and reference to the Contract requirement or technical specification section and paragraph number being addressed.
- B. Unless otherwise specified, provide submittals in electronic PDF searchable format.
- C. Submittals which include more than one (1) item or piece of equipment shall include a Table of Contents following the standard submittal form and cover sheets
- D. Each submittal shall include a copy of the specification section and all referenced and applicable sections with addendum updates included. For each specification section, check-mark each paragraph to indicate specification compliance with the full paragraph as a whole or marked to indicate requested deviations from specification requirements. Each deviation from the specifications requested by the Contractor shall be underlined and referenced by a unique number in the margin to the right of the identified paragraph. The submittal shall include a detailed written explanation of the reasons for requesting the deviation that is clearly labeled to correspond with the unique number provided in the margin. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal on the basis that the submittal is incomplete and will be returned to the Contractor REJECTED - RESUBMIT with no further consideration.
- E. Project Initiation Submittals. At a minimum, provide the following project initiation submittals prior to mobilization.
 - 1. Designation of Superintendent: Include name, address, home telephone number and a brief resume.
 - 2. List of Subcontractors and Major Suppliers: Include address, telephone number and name of responsible party.
 - 3. Schedule of Values, in a form acceptable to the Engineer
 - 4. Construction Schedule
- F. The Contractor shall allow 15 days for the Engineer's review of each submittal and 15 days for each resubmittal unless a different period is specified by the Engineer in writing. If the Engineer requests additional information or clarification of a submittal, the 15 days shall be measured from the date the additional information or clarification is received. If the Contractor requires more than two submittals to obtain the Engineer's Favorable Review, the Contractor shall compensate the Owner for the cost of the Engineer's additional review time. The Contractor shall not perform work for which reviewed submittals are required without obtaining Favorable Review of submittals.

1.02 SCHEDULE OF SUBMITTALS

A. Within fifteen (15) days after the Notice to Proceed, submit a Schedule of Submittals showing the date by which each submittal required for Product Review or Product Information will be made. Identify the items that will be included in each submittal by listing the item or group of items and the Specification Section and paragraph number under which they are specified. Indicate whether the submittal is required for Product Review of Proposed Equivalents, Shop Drawings, Product Data or Samples or required for Product Information only.

1.03 PLAN OF OPERATIONS

A. Before beginning on site work, submit a plan showing Contractor's intended use of the site assigned to it. Show location of enclosing fence, access points and gates. Show location for Contractor's, Subcontractor's, and Engineer's field office and parking. Show location of Contractor's and Subcontractor's work areas and storage areas.

1.04 CONSTRUCTION SCHEDULE

- A. Construction schedule shall be submitted to the Engineer within 10 days of issuance of the Notice to Proceed.
- B. The form of Construction Schedule may be selected by the Contractor but the Schedule shall meet the minimum requirements of General Conditions, including Section 8 of Standard Specifications.
- B. Revise the Construction Schedule and resubmit within seven (7) days following any monthly meeting to review Contractor's Application for Payment when Contractor's work is fifteen (15) days or more behind schedule.
- C. Accelerated Work if Required to Meet Schedule: Give Engineer three (3) days prior notice of construction that will take place outside of normal work hours or work days. Compensate Owner for extra inspection cost caused by Accelerated Work required to meet Schedule.
- D. Give Engineer three (3) days prior notice of normal work days on which construction will not take place or of scheduled construction that will not take place. Compensate Owner for extra inspection cost resulting from failure to give notice.
- 1.05 SHOP DRAWING, PRODUCT DATA AND SAMPLES SUBMITTED FOR PRODUCT REVIEW
 - A. This paragraph covers submittal of Shop Drawings, Product Data and Samples required for the Engineer's review referred to as Product Review submittals in the Technical Specifications (Divisions 2 through 17). shop drawings, product data and samples shall be considered as Product Review submittals unless specifically called out as a Product Information submittal in a technical specification.
 - B. The Contractor shall make all Product Review submittals early enough to allow adequate time for the Engineer's review, for manufacture and for delivery at the construction site without causing delay to the Work. Submittals shall be made early enough to allow for unforeseen delays such as:
 - 1. Failure to obtain Favorable Review because of inadequate or incomplete submittal or because the item submitted does not meet the requirements of the Contract Documents.

- 2. Delays in manufacture.
- 3. Delays in delivery.
- C. Content of Submittals:
 - 1. Each submittal shall include all of the items and material required for a complete assembly, system or Specification Section.
 - 2. Submittals shall contain all of the physical, technical and performance data required by the specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
 - 3. Include information on characteristics of electrical or utility service required and verification that requirements have been coordinated with services provided by the Work and by other interconnected elements of the Work.
 - 4. Provide verification that the physical characteristics of items submitted, including size, configuration, clearances, mounting points, utility connection points and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
 - 5. Label each Product Data Submittal, Shop Drawing and Sample with the information required in this Section. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
 - 6. Additional requirements for Product Review submittals are contained in the Technical Specification sections.
 - 7. Designation of work as "NIC" or "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the Shop Drawings.
- D. Requirements for Contractor Designed Items and for First Specified (Named) Items: Verify that items meet the requirements in the paragraph titled "Performance Specifications and Contractor Designed Items".
- E. Submittals that contain deviations from the requirements of the Contract Documents shall be accompanied by a separate letter explaining the deviations. The Contractor's letter shall:
 - 1. Describe the deviation from the specifications requested and identify with a unique number and reference to the Specification Section paragraph or Drawing requirement. The letter shall include a detailed written explanation of the reasons for requesting the deviation that is clearly labeled to correspond with the unique number provided.
 - 2. Describe the proposed alternate material, item or construction and explain its advantages and/or disadvantages to the Owner.
 - 3. State the reduction in Contract Price if any that is offered to the Owner.
- F. Engineer's Review Procedure and Meaning:
 - 1. The Engineer will stamp and mark each Product Review submittal prior to returning it to the Contractor. The stamp will indicate whether or not the review was favorable and what action is required of the Contractor. Review categories" No Exceptions Taken" and "Make Corrections Noted" both indicate Favorable Review.
 - 2. At a minimum, Favorable Review is contingent on:
 - a. The compatibility of items included in a submittal with other related or interdependent items included in previous or future submittals.
 - b. Future submittal of items related to or required to be part of this submittal that were not included with this submittal.

- 3. Favorable Review of a submittal does not constitute approval or deletion of items required as part of the submittal but not included with the submittal. Favorable Review of items included in the submittal does not constitute deletion of specified features, options or accessories that were not included in the submittal.
- 4. The action required by the Contractor for each category of review is as follows:
 - a. **<u>NO EXCEPTIONS TAKEN</u>**. NO RESUBMITTAL REQUIRED.
 - b. MAKE CORRECTIONS NOTED:
 - 1) <u>NO RESUBMITTAL REQUIRED</u>. The Contractor shall make corrections noted prior to manufacture.
 - 2) <u>PARTIAL RESUBMITTALS REQUIRED</u>. The Contractor shall submit related accessory or optional items as noted which are required but were not included with the submittal and/or shall resubmit unsatisfactory portions or attributes of items as noted. The Contractor may proceed to manufacture those portions of the submittal that will be unaffected by required resubmittals.
 - c. <u>AMEND AND RESUBMIT</u>. The Contractor shall amend and resubmit the submittal as noted or required to comply with the Contract Documents.
 - d. <u>**REJECTED RESUBMIT**</u>. The item submitted does not comply with the Contract Documents. Resubmit items that comply with the requirements of the Contract Documents.
 - e. **NOT REVIEWED**. The item submitted is incomplete or does not comply with the Contract Documents. The item has not been reviewed and is returned to the Contractor for correction.
 - f. <u>**RECEIPT ACKNOWLEDGED**</u>. Receipt of a submittal that is not subject to the Owner's review and approval is acknowledged; and, is being filed for information purposes only. Generally used in acknowledging receipt of Product Information. No further submittal activity is required by the Contractor.
- 5. The letter of transmittal accompanying the returned Product Review submittal may contain numbered notes. Marking a corresponding number on a Shop Drawing or Product Data submittal shall have the same effect as applying the entire note to the submittal.
- G. Re-submittals that contain changes that were not requested by the Engineer on the previous submittal shall be accompanied by a letter explaining the change.
- H. Favorable Review Required Prior to Proceeding: Do not proceed with manufacture, fabrication, delivery or installation of items prior to obtaining the Engineers Favorable Review of Product Review submittals.
- I. Intent and Limitation on Engineer's Review:
 - 1. The Contractor has primary responsibility for submitting and providing work that complies with the requirements of the Contract Documents. That responsibility cannot be delegated in whole or in part to subcontractors or suppliers. Neither the Engineer's Favorable Review nor the Engineer's failure to notice or comment on deficiencies in the Contractor's submittals shall relieve the Contractor from the duty to provide work, which complies with the requirements of the Contract Documents.

1.06 PROPOSED EQUIVALENTS (SUBSTITUTIONS)

- A. The term "first specified item" or "first named maker" refers to the first product identified in the Specifications by a model number or trade name and/or by a maker's name for a specified item. When the first specified item is followed by a second maker's name and "or equal," the Contractor may submit Proposed Equivalent (Substitution) items for the Engineer's review. Proposed Equivalent (Substitution) items that are in the Engineer's judgment equal to the first specified item in quality, utility, and appearance, will be Favorably Reviewed. Where a product description and first maker's name is followed by "or equal" with no second maker's name, it means the specifier knows of no equivalent product and the Contractor may submit Proposed Equivalent (Substitution) products by other makers for review. Where the term "or equal" is omitted, it means that the named item is required to meet the Owner's needs; no products or makers other than those specified will be considered.
- B. Submit Proposed Equivalent (Substitutions) request and comply with the submittal requirements for Shop Drawings, Product Data, and Samples submitted for Product Review in another paragraph of this Section.
- C. Time of Submittal:
 - 1. Submit proposed equivalents (Substitutions) within thirty-five (35) days of the Notice to Proceed. The Engineer may agree to a later submittal date if requested in writing within thirty-five (35) days of the Notice to Proceed. The request shall identify the item; give the Specification reference, and proposed manufacturer and model number of the item that will be submitted and the proposed submittal date.
 - 2. The Engineer's agreement to a later submittal date shall be in writing and shall not be construed as Favorable Review or acceptance of the manufacturer or item proposed.
- D. Content of submittals shall be the same as that required for Product Data, Shop Drawings and Samples submitted for Product Review in another paragraph of this Section. In addition, the Contractor shall provide information on several recent similar installations of the item to verify its suitability. The information shall include the project name and location, the Owner's name, address, telephone number and name of a knowledgeable person to contact for information on performance of the product.
- E. When the Contractor has listed specific maker's products submitted with its Bid, no changes will be permitted without submittal of acceptable evidence justifying the change and the Engineer's written approval.
- F. If a non-equivalent substitute is submitted for review, it shall be accompanied by a proposed reduction in Contract Price which shall include the increased cost of Engineering service required to evaluate the proposed substitute (which shall be paid to the Owner whether or not the substitute is accepted) plus the greater of 1) the difference in price between the first specified item and the item submitted and 2) the difference in value to the Owner between the two items.

1.07 PRODUCT INFORMATION SUBMITTALS

A. Submittal for Informational Purpose Only is an item required for the Owner's permanent records relating, in part, to future maintenance, repair, modification, replacement of work or as otherwise required. The Contractor shall clearly separate

information for <u>Product Review</u> from information for <u>Product Information</u> in submittals that include both.

- B. Make Product Information submittals prior to delivering material, products or items for which Product Information submittals are required.
- C. The Contractor has the sole and exclusive responsibility for furnishing products and work that meets the requirements of the Contract Documents.
- D. The Engineer reserves the right to comment on any submittal and to reject any product or work delivered, installed or otherwise at any time that the Engineer become aware that it is defective or does not meet the requirements of the Contract Document.

1.08 CONSTRUCTION PHOTOGRAPHS

- A. Submit digital photographs in electronic JPEG format each month to Engineer with Application for Payment.
- B. Take two site photographs (at each expansion joint) from different directions to show progress of the Work. Take photographs within five (5) days of each Application for Payment date.
- C. Identify photographs with date, time, orientation and project identification.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 TEMPORARY UTILITIES

A. Sanitary Facilities: Provide and maintain self-contained portable sanitary facilities for the Contractor's, subcontractor's, and Owner's use. Facilities shall comply with applicable regulations and shall be serviced, cleaned and disinfected frequently.

1.02 TEMPORARY CONSTRUCTION

- A. The Contractor is solely and exclusively responsible for the design, construction and maintenance of all temporary construction including dewatering equipment, forms, falsework, shoring, scaffolding, stairs, ladders and all other similar items.
- B. Construct adequate and safe forms and falsework to rigidly support partially completed structures. Provide temporary bridges and decking to maintain vehicular and pedestrian access. Design and construct temporary forms, falsework, bridges and decking in accordance with applicable regulations and codes.

1.03 BARRICADES, FENCES AND ENCLOSURES

A. Barricades: Provide temporary guardrails, ladders, stairs, guards, and barricades to protect persons in accordance with applicable regulations, including California Code of Regulations Title 8 and Cal/OSHA.

1.04 PROTECTION OF INSTALLED WORK AND EXISTING UTILITIES

- A. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- B. Protect existing conduits from damage
 - 1. Special attention is directed to existing conduits that house 12kV conductors and fiber optic communications lines. If damaged, Contractor shall be responsible for all necessary repairs. In the event fiber optic line is damaged, splicing shall be prohibited and contractor shall pull all new line between terminal points.
- C. Provide heavy planking or steel plating as required to protect curbs, gutters, culverts, paving and similar surfaces from damage by heavy equipment or vehicles.
- D. Contractor shall protect existing monitoring wells in Pine Flat Road, as identified on the plans. In the event the Contractor foresees a conflict with any existing monitoring well, Owner shall be notified immediately.

1.05 ACCESS ROADS AND PARKING AREAS

- A. Parking:
 - 1. Limited space is available for Contractor parking and materials storage at Bear Canyon pump station. Coordinate space requirements with Owner.
- 1.06 TEMPORARY CONTROLS
 - A. Cleaning During Construction:

- 1. Maintain the site and all work in a clean orderly fashion free of waste debris and rubbish. Store debris in covered containers. Pick up and remove debris daily if required, but not less frequently than weekly. Burning debris on site is not permitted. Remove debris from permanently closed spaces prior to enclosing them. Clean mud from vehicles before leaving the site.
- 2. If work under this Contract creates dusty, dirty or unsightly conditions in adjacent areas, the Contractor shall immediately cleanup the affected areas.
- B. Dust Control: Employ measures to prevent the creation of dust which may produce damage or nuisance to property or persons. Be responsible for all damage resulting from dust produced by construction operations. Periodically wet down unpaved areas where vehicles are operated.
- C. Erosion and Sediment Control: Employ measures to prevent erosion and trap any sediment created by construction operations before it leaves the site. Prevent sediment from entering streams or other water bodies. Grade any areas damaged by construction or by erosion and hydroseed with grass.
- D. Noise Control: Comply with regulations limiting construction noise levels. Use whisper quite air compressors. Use jack hammers with exhaust mufflers. Prevent noise disturbance to the public and adjacent property owners.
- E. Water Control: Maintain excavations free of water. Grade site to drain. OR Protect site from puddling or running water.

1.07 PROTECTION OF TREES

- A. Protect all trees on the site.
- B. Do not attach ropes, cables, guys or braces to trees designated to be preserved.
- C. Do not trim any trees without the Engineer's authorization.

1.08 TRAFFIC REGULATION

- A. Conduct operations so as to offer the least possible obstruction and inconvenience to public traffic. Do not overload or damage paved or improved surfaces, sidewalks, curbs or gutters.
- B. Provide temporary barricades, lights, flag persons and other means to safely control pedestrian and vehicular traffic entering and leaving the project site and on the project site. Conform with County ordinances that regulate temporary traffic controls for construction. Conform to City standards for traffic control wherever County ordinances or standards are silent.
- C. Submit a traffic control plan that conforms to the County's encroachment permit conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 FINAL CLEANUP

- A. Prior to Final Inspection, the Contractor shall clean the entire construction area and all other areas affected by the performance of work under this Contract.
 - 1. Remove all temporary construction, signs, tools, equipment, excess material and debris.
 - 2. Remove all lumps, splatters, spots and stains caused by paint, adhesive, asphalt, concrete, mortar, sealant or other foreign material from exposed or finished surfaces. Remove all temporary labels.
 - 3. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this Work.
 - 4. Sweep clean and wash down all exterior pavement surfaces. Remove all hazardous material and material that may cause sediment in drainage systems prior to washdown. Remove all grease and oil stains on pavement caused by Contractor's equipment.
- 1.02 CONTRACTOR'S ACTION LIST OF ITEMS TO BE CORRECTED AND/OR COMPLETED
 - A. During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. Regularly add items and update the list as information becomes available or as requested by the Engineer. Deliver a current copy of the list to the Engineer at each progress meeting.

1.03 SEMIFINAL INSPECTION/SUBSTANTIAL COMPLETION

- A. When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the Contractor's action list to prepare a Contractor's Punch List of all deficient or uncompleted items. Complete or correct the items on the Punch List. When the Work is Substantially Complete notify the Engineer in writing that the Contractor has reviewed the Contract Documents, inspected the Work and believes that the Work is Substantially Complete and ready for Semifinal Inspection.
- B. On receipt of the Contractor's Punch List and notice that the work is ready for Semifinal Inspection, the Engineer will inspect the Work. The Engineer may add additional items to the Contractor's Punch List, may find that the Work is not ready for inspection, may find that the Work is ready for inspection but not Substantially Complete or may find that the Work is Substantially Complete. When the Engineer finds the Work is Substantially Complete, he/she will prepare a Final Punch List and a notice of Substantial Completion, which will state the date of Substantial Completion and the time agreed to by the Owner and the Contractor (not to exceed 30 calendar days) in which the Work shall be fully complete and ready for Final Inspection.

1.04 FINAL INSPECTION, FINAL COMPLETION AND FINAL PAYMENT

- A. When the Contractor has completed or corrected all the items on the Engineer's Final Punch List, the Contractor shall give the Engineer written notice that the Work is ready for Final Inspection. When the Engineer finds the Work acceptable and fully complete in accordance with the Contract Documents, and upon receipt of a final Application for Payment and all final submittals, the Engineer will recommend that the Owner issue a Notice of Final Completion, make Final Payment and Accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents.
- B. Final Submittals include:
 - 1. Record Drawings
 - 2. Insurance Certificate showing required continuation of coverage beyond Final Payment
 - 3. Release of Liens
 - 4. Waiver of Claims by Contractor
 - 5. And any other submittals required by the Contract Documents and not previously received
- C. The Owner will record the Notice of Final Completion at the County Recorders Office.
- D. The Owner will make Final Payment to the Contractor 35 calendar days after recording the Notice of Final Completion.

1.05 RECORD DRAWINGS

- A. The Contractor shall maintain on the jobsite, a complete set of Contract Documents and a complete file of all addenda, contract modifications and favorably reviewed submittals. The Contractor shall prepare a set of Record Drawings concurrently with the construction of the Work. Record drawings shall show the following:
 - 1. Show the invert elevation of all gravity piping and the top of pipe, top of conduit or top of protective concrete encasement for other utilities. Elevations shall be related to a permanent visible elevation benchmark set at the site by the Contractor.
 - 2. Show the horizontal location of underground utilities measured from permanent visible physical features such as face of building, face of tank, or centerline of manhole.
 - 3. Comply with detailed requirements in technical specification sections describing the type of information required on Record Drawings. The Contractor's copy of Contract Documents, Contract modifications and Record Drawings shall be available to the Engineer for weekly verification that the records are being currently updated.
- B. Submit Record Drawings and obtain acceptance prior to completion.
 - 1. Final record drawings shall be submitted on either a clean set of full size construction plans with alterations indicated in red pencil or an AutoCAD drawing.

1.06 TWELVE-MONTH INSPECTION

A. Thirty (30) days prior to the expiration of the one-year guarantee period, the Contractor shall tour the project with the Engineer and/or the Owner to prepare a list of corrective work required under the one-year guarantee. The Contractor shall

correct all items found to be defective within 20 days of receipt of the list of items to be corrected.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

02080 PRECAST CONCRETE SECTIONAL MANHOLES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 1. Precast reinforced concrete manhole sections
- B. Related Sections:
 - 1. Section 02300: Earthwork

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM), Standard Specifications:
 - 1. A36 Structural Steel
 - 2. A48 Gray Iron Castings
 - 3. C150 Portland Cement
 - 4. C478 Precast Reinforced Concrete Manhole Sections
- B. American Association of State Highway and Transportation Officials (AASHTO), Standard Specifications for Highway Bridges.
- C. Federal Specification: SS-S-210: Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints.
- D. American Iron and Steel Institute (AISI).
- E. American National Standards/National Sanitation Foundation International Standards: ANSI/NSF 61: Drinking Water System Components Health Effects.

1.03 SUBMITTALS

- A. Product Data:
 - 1. Descriptive details of the manufacturer's proposed standard products, including:
 - a. Precast manhole sections.
 - b. Precast roof slab or cone section.
 - c. Precast base slab.
 - d. Steps, ladder rungs and other hardware.
 - e. Minimum concrete 28-day compressive strength.
 - f. Cement certification.
 - g. Manhole cover and frame.
 - 2. Shop drawings, including:
 - a. Design criteria.
 - b. Reinforcing steel location and concrete cover.
 - c. Layout of all inserts, attachments and openings.
 - d. Location and type of joints.

1.04 QUALITY ASSURANCE

A. Provide products of a manufacturer who has been regularly engaged in the design and manufacture of the product.

B. Demonstrate to the satisfaction of the Engineer that the quality is equal to the product made by those manufacturers specifically named herein, if an alternate product manufacturer is proposed.

PART 2 - PRODUCTS

- 2.01 DESIGN CRITERIA
 - A. General: ASTM C478, and also:
 - 1. Roof slab live load: AASHTO Loading Class HS 20-44 300 lb/sq. ft.
 - 2. Backfill material: as specified in Section 02300, Earthwork

2.02 PRECAST SECTIONS

A. General:

- 1. Manhole cone section: concentric taper.
- 2. Cement: ASTM C150, Type II, low alkali.
- 3. Roof slab opening: Size to support the manhole cover frame.
- 4. Lifting eyes: Provide for each section.
- B. Manufacturer: Hanson Concrete Products, Inc., Milpitas, CA; or equal.

2.03 SEALANT GASKETS

- A. Type: Preformed, continuous rope form plastic material, protected by removable two-piece wrapper.
- B. Sealing Compound: Reinforced hydrocarbon resins blended with plasticizing compounds and reinforced with inert mineral filler. No solvents, irritating fumes or obnoxious odors.
- C. Adhesive and Cohesive Strength: Not dependent on oxidizing, evaporating, or chemical action.
- D. Conform to Federal Specification SS-S-210.
- E. Comply with ANSI/NSF 61.
- F. Provide: RAM-NEK as manufactured by K. T. Snyder Company, Inc., Houston, TX; QUIKSEAL as supplied by Associated Concrete Products, Santa Ana, CA; or equal.

2.04 FRAMES AND COVERS

- A. Material: Cast iron; ASTM A48, Class 30B.
- B. Marking: In raised letters, as specified, on manhole cover.
- C. Coating: Bituminous paint, black.
- D. Size: 36-inch-diameter cover.
- E. Pick Hole: Closed, side.
- F. Vent Holes: Eight, symmetrically placed, 1-inch-diameter.
- G. Connection: Bolt down cover into frame with four 1/2-inch-diameter stainless steel bolts, coarse thread, flush with top. Seal with 1/8-inch-thick, 1/2-inch-wide continuous circular neoprene gasket.

- H. Seal: Provide continuous 1/4-inch-diameter neoprene "o" ring between frame and cover.
- I. Manufacturer: South Bay Foundry, Hayward, CA.; Alhambra Foundry Company Ltd., Alhambra, CA; or equal.

2.05 SOURCE QUALITY CONTROL

- A. Precast Sections:
 - 1. Verify concrete compressive strength test results are satisfactory for the sections supplied.
 - 2. State the curing method. Identify the start and end dates for the sections supplied.
- B. Frames and Covers:
 - 1. Verify cast test bar tensile strengths are satisfactory.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Compact subgrade to 95% relative compaction for 6-inch minimum depth.
- B. Provide a 6-inch gravel layer under the base slab and compact to 95% relative compaction prior to placement.
- C. Set precast manhole sections in a concrete base joint groove, formed in the cast-inplace concrete base slab.
- D. Apply primer to joint surfaces in accordance with manufacturer's instructions. Make all joints watertight with sealant gaskets.
- E. Backfill around the manhole with Structural Backfill material. Compact the backfill material to 95% of relative compaction from the pipe bedding and base slab up to final finish grade, over an area defined as being within a distance of 4 feet from the exterior walls of the manhole.
- F. Accurately locate and place the manhole frames to within 1/8-inch vertical elevation in paved areas and to 1/2 inch in other areas. Coordinate the activities of all trades so that this tolerance is achieved.
- G. Install the manhole cover in the frame. Machine the cover if needed to obtain a solid fit, without rattling under load.

3.02 FIELD QUALITY CONTROL

- A. Verify all precast sections are continuously sealed with gaskets.
- B. Verify all manhole covers fit quietly in the frames.

02300 EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Perform all excavation, shoring, dewatering, backfilling, compaction and grading necessary or required for the construction of the work as covered by these Specifications and indicated on the Drawings. The excavation shall include, without classification, the removal and disposal of all materials of whatever nature encountered, including water and all other obstructions that would interfere with the proper construction and completion of the required work.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM).
 - 1. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D448 Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - 3. ASTM D1556 Standard Test Method for Density of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ftlb/ft3).
 - 5. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 6. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 ASTM D3017 - Standard Test Method for Water Content of Soil and Rock
 - 9. ASTM D4253 Standard Test Methods for Maximum Index Density and
 - Unit Weight of Soils Using a Vibratory Table.
 - 10. ASTM D4254 Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - 11. ASTM D4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- B. State of California, Department of Transportation, Standard Specifications (Standard Specifications).
- C. Sonoma County Construction Standard 219 Trench/Bell Hole Backfill and Paving Details

1.03 B. SUBMITTALS

- A. Submit the following under the Product Review category.
 - 1. Excavation Protection Plan (if applicable): Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations for over 20-foot cuts to support plan.
 - 2. Potholing Report

- 3. Product Data: Submit gradation reports for bedding materials and import backfill materials. Submit product data for geotextile fabric indicating fabric and installation procedure.
- 4. Samples and Test Results: Furnish, without additional cost to the Owner, such quantities of import materials as may be required by the Engineer for test purposes. Cooperate with the Engineer and furnish necessary facilities for sampling and testing of all materials and workmanship. Submit test results for import materials. Tests shall be performed within 60 days of the submission. All material furnished and all work performed shall be subject to rigid inspection, and no material shall be delivered to the site until it has been favorably reviewed by the Engineer, or used in the construction work until it has been inspected in the field by the Engineer.
- 5. Traffic Control Plan

1.04 QUALITY ASSURANCE

1.

- A. Source Quality Control: Furnish all bedding material from a single source throughout the work unless otherwise approved. Test import materials proposed for use to demonstrate that the materials conform to the specified requirements. Tests shall be performed by an independent testing laboratory.
- B. Field Quality Control:
 - The Owner will provide the following quality control measures:
 - a. Review and test materials proposed for use.
 - b. Observe foundations, site grading and borrow operations.
 - c. Observe placement and compaction of fill.
 - d. Test soils during placement of fill.
 - e. Review results of independent testing laboratory tests.
 - 2. Contractor shall excavate holes for in-place soil sampling. Contractor shall be responsible for costs of additional inspection and re-testing resulting from non-compliance.
 - 3. Contractor shall:
 - a. Excavate holes for in-place soil sampling when requested by Owner's field quality control representative.
 - b. Test soils during placement of fill to verify conformance with material requirements defined herein.
 - c. Be responsible for costs of additional inspection and re-testing resulting from non-compliance.
- C. Testing Methods:
 - 1. Durability Index: Manual of Test, State of California, Department of Transportation.
 - 2. Specific Gravity: ASTM D854
 - 3. Laboratory Compaction: ASTM D1557, Method A or C.
 - 4. In-place Density: ASTM D1556 or ASTM D2922.
 - 5. Particle Size Analysis of Soils: ASTM D422.
 - 6. Plastic Limit and Plasticity Index: ASTM D4318.
 - 7. Soil Classification: ASTM D2487.
 - 8. In-place Moisture Content: ASTM D3017.
- C. Definitions
 - 1. Relative Compaction: In-place density divided by the maximum dry density laboratory compaction expressed as percentage.

- 2. Rock Excavation: Excavation of solid ledge rock that, in the opinion of the Engineer, requires for its removal drilling and blasting, wedging, sledging, barring or breaking up with power-operated tools. The term "Rock Excavation" indicates a method of removal and not a geological formation.
- 1.05 REFERENCE SPECIFICATIONS
 - A. Whenever the words "Standard Specifications" are referred to, the reference is to the State of California, Department of Transportation, Standard Specifications (2010 edition).

1.06 ADDITIONAL SAFETY RESPONSIBILITIES

- A. The Contractor shall select, install and maintain shoring, sheeting, bracing, and sloping as necessary to maintain safe excavations. The Contractor shall be responsible for ensuring such measures: (1) comply fully with 29 CFR Part 1926 OSHA Subpart P Excavations and Trenches requirements, (2) provide necessary support to the sides of excavations, (3) provide safe access to the Engineer's sampling and testing within the excavation, (4) provide safe access for backfill, compaction, and compaction testings, and (5) otherwise maintain excavations in a safe manner that shall not endanger property, life, health, or the project schedule. All earthwork shall be performed in strict accordance with applicable law, including local ordinances, applicable OSHA
- B. The Contractor shall be responsible for the safety of his/her workers and shall comply with safety and health standards such as Safety Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), General Occupational Health Standard (Chapter 296-62 WAC), and any other appropriate safety and health codes.

PART 2 - PRODUCTS

- 2.01 MATERIALS
 - A. Trench Materials:
 - 1. Pea Gravel: River-run, rounded pea gravel with a maximum dimension no larger than 1/2 inch, and with no more than 10% passing the No. 200 sieve. The material shall have a durability index of 40 or higher.
 - 2. Native backfill: existing soils removed from trench that do not contain rocks greater than 1-inch or organic materials
 - 3. Aggregate Base: ¾-inch Class II aggregate base per Standard Specifications Section 26
 - 4. Crushed Rock: ³/₄-inch Class 2 permeable material per Standard Specifications Section 68
 - B. Warning Tape: 3-inch-wide, inert, fade-resistant plastic film resistant to acids, alkalis, and other components likely to be encountered in soil. Tape shall be purple, imprinted with "CAUTION RECYCLED WATER MAIN BELOW", Griffolyn Terra Tape; or equal.
 - C. Detection Tape: Plastic metallic type consisting of a blue color-coded polyethylene film, a solid core aluminum foil detection layer and other layers as required. The tape shall be resistant to acids, alkalines and other components likely to be encountered in soils. It shall be designed for both conductive and inductive locating procedures. The tape shall be purple, imprinted "CAUTION RECYCLEDWATER"

MAIN BELOW, Terra Tape D" by Griffolyn Company; Detectatape by Allen Systems; or equal

PART 3 - EXECUTION

- 3.01 CONTROL OF WATER
 - A. All excavations shall be kept free from water and all construction shall be in the dry.
 - 1. It should be presumed that the presence of groundwater will require dewatering operations. Furnish, install, maintain, and operate all necessary pumping and other equipment for dewatering all excavations. At all times have on the project sufficient pumping equipment for immediate use, including standby pumps for use in case other pumps become inoperable.
 - 2. Provide a sufficient number of pumps so as to hold the groundwater level at an elevation of not less than 1 foot below the lowest elevation of the pipe, duct structure or other material or feature to be placed.
 - 3. Dispose of water as required by State and local regulations, and in such a manner as to cause no injury or nuisance to public or private property, or be a menace to the public health. It is the Contractor's responsibility to obtain all necessary Storm Water Discharge Permits.
 - 4. The dewatering operation shall be continuous, so that the excavated areas shall be kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible flotation.
 - 5. Continue dewatering during backfilling operations such that the groundwater is at least 1 foot below the level of the compaction effort at all times. No compaction of saturated materials will be allowed.
 - 6. Dewatering devices must be adequately filtered to prevent the soil.
 - 7. The Contractor shall be responsible for any damage to the foundations or any other parts of existing structures or of the new work caused by failure of any part of the Contractor's protective works. After temporary protective works are no longer needed for dewatering purposes, they shall be removed by the Contractor.
 - 8. If pumping is required on a 24-hour basis, requiring engine drives, then engines shall be equipped in a manner to keep noise to a minimum.
 - 9. Prevent disposal of sediments from the soils to adjacent lands or waterways by employing whatever methods are necessary, including settling basins.
 - B. The Contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling on or passing over the site.

3.02 EXISTING UTILITIES

- A. General: The known existing buried utilities and pipelines are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities as he will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, ducts, manholes, pull boxes and the like, located at the project site and adjoining said site.
- B. Potholing:
 - 1. Contact all affected utility owners and request them to locate their respective utilities prior to the start of "potholing" procedures. The utility owner shall be
given 7 days written notice prior to commencing potholing. If a utility owner is not equipped to locate its utility, the Contractor shall locate it.

- 2. Clearly paint the location of all affected utility underground pipes, conduits and other utilities on the pavement or identify the location with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipe, ducts and conduits shall also be similarly located using surface indicators and detection tape if present and shall then be similarly marked.
- 3. After the utility survey is completed, commence "potholing" to determine the actual location and elevation of all utilities where crossings, interferences, or connections to new pipelines or other facilities are shown on the Drawings, marked by the utility companies, or indicated by surface signs. Prior to the preparation of piping shop drawings, or the excavating for any new pipelines or structures, the Contractor shall locate and uncover these existing utilities to a point 1 foot below the utility. Submit a report identifying each underground utility and its depth and location. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.
- 4. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.
- 5. Excavations shall have a surface dimension of no more than 18" x 18". Air spades and vacuum excavators shall be used to limit the size of the excavation and damage to adjacent facilities. Backfill after completing potholing. In existing streets pave with 1 inch of cold mix asphalt concrete.
- C. Interferences:
 - 1. If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Engineer, and a method for correcting said interferences shall be supplied by the Engineer. If the Contractor does not expose all required utilities prior to shop drawing preparation, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.
 - 2. Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the affected utility. The Contractor shall perform the relocation only if instructed to do so in writing from the utility and the Engineer.
- D. Overhead Facilities: There are existing overhead electric and telephone transmission lines at the site. These overhead utilities are generally shown on the Drawings; however, Contractor shall investigate and confirm actual location. Extreme caution shall be used when working in the vicinity of overhead utilities to prevent injury to workmen or damage to the utilities.

3.03 GENERAL CONSTRUCTION REQUIREMENTS

- A. Site Access: Access to the site will be over public and private roads. Exercise care in the use of such roads and repair at own expense any damage thereto caused by Contractor's operations. Such repair shall be to the satisfaction of the Owner or agency having jurisdiction over the road. Take whatever means are necessary to prevent tracking of mud onto existing roads and shall keep roads free of debris.
- B. Traffic Regulation: Provide such flagmen, patrols, pilot cars, drivers, lighted barricades, flares, lights, warning signs, and safety devices as may be required for

control of traffic adjacent to all areas of work. Conform to requirements of approved traffic control plan at all times.

- C. Barriers: Barriers shall be placed at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of such excavations. Lights shall also be placed along excavations from sunset each day to sunrise of the next day until such excavation is entirely restored.
- D. Access: Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.
- E. Demolition of Pavement: Where trenching or excavation occurs in paved areas, the pavement shall be scored and broken ahead of the trenching or excavation operation. The extent of paving removed shall be limited to the minimum necessary for the excavation. All existing asphalt or concrete surfacing shall be saw cut vertically in a straight line, and removed from the jobsite prior to starting the trench excavation. This material shall not be used in any fill or backfill.
- F. Dust Control: Take proper and efficient steps to control dust.
- G. Storage of Materials: Excavated materials unsuitable for backfill shall not be stored on existing streets, and shall be disposed of immediately. Neatly place excavated materials far enough from the excavation to prevent stability problems. Keep the materials shaped to cause the least possible interference with traffic flow and drainage. Conform to conditions of County Encroachment Permit.
- H. Temporary Pavement: Place temporary pavement or first lift of permanent pavement on trenches in existing streets within 24 hours after the trench has been backfilled. Maintain temporary pavement until permanent pavement is to be placed.
- I. Existing Facilities: Maintain access to existing facilities to permit continued operation. Maintain access for firefighting equipment and to fire hydrants.
- J. Construction water: Owner is not able to provide access to construction water for any Contractor activities. Contractor shall be responsible for obtaining any and all water needed for construction activities.

3.04 TRENCH EXCAVATION

- A. Excavation for pipe and other utilities such as duct banks shall be in open cut. The trench shall be as wide as necessary for sheeting and bracing and the proper performance of the work up to the maximum width permitted by the typical cross-sections shown on the Drawings. The sides of the trenches shall be vertical in paved areas. The bottom of the trench shall be constructed to the grades and shapes indicated on the Drawings. Should the Contractor desire to use other equivalent methods, he shall submit his method of construction to the Engineer for favorable review prior to its use.
- B. Do not advance open trench more than 400 feet ahead of installed pipe. The trench shall not be backfilled until the Engineer reviews the pipe and bedding installation.
- C. Take care not to over excavate. Excavate the minimum volume of soils and pavement necessary to facilitate removal and replacement of the existing expansion joints. Where trenching is limited to exposing existing conduits, limit the depth of excavation to the minimum necessary to achieve the requirements specified on the drawings.
- D. Backfill and compact over excavations. There shall be no additional payment to the Contractor for over excavations not directed by the Engineer. Remove

unsatisfactory material encountered below the grades shown as directed by the Engineer and replace with CL II aggregate base and compact.

- E. Grade trenches so that they are uniformly sloped between the pipe elevations shown on the Drawings. If no elevations are shown on the Drawings, provide 3 feet of minimum cover. Comply with the minimum and maximum trench widths shown on the Drawings. Notify the Engineer if the trench width exceeds the maximum allowable width for any reason.
- F. For all piping or conduits to be placed in any excavated and backfilled area, such as at manholes or for building connections, the structural backfill shall be first compacted to a level at least 3 feet from the top of the piping or conduit elevation and then retrenched to pipe grade.
- G. Provide ladders for access to the trench by construction and inspection personnel.

3.05 SUPPORT OF EXCAVATIONS

- A. Adequately support excavation for trenches and structures to meet all applicable requirements in the current rules, orders and regulations. Excavation shall be adequately shored, braced and sheeted so that the earth will not slide or settle and so that all existing structures and all new pipe and structures will be fully protected from damage. Keep vehicles, equipment, and materials far enough from the excavation to prevent instability.
- B. Take all necessary measures to protect excavations and adjacent improvements from running, caving, boiling, settling, or sliding soil resulting from the high groundwater table and the nature of the soil excavated. Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral sub adjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the Contractor shall comply with this law.
- C. The support for excavation shall remain in place until the pipeline or structure has been completed. During the backfilling of the pipeline or structure, the shoring, sheeting and bracing shall be carefully removed so that there shall be no voids created and no caving, lateral movement or flowing of the subsoils.

3.06 BEDDING AND BACKFILL

- A. Backfill requirements shall meet Sonoma County Construction Standard 219 and other requirements set forth in the County encroachment permit.
- B. Place backfill and aggregate base materials true to the lines, grades, and crosssections indicated on the Drawings and compacted to 90% relative compaction. Place materials in horizontal lifts not to exceed 6 inches in thickness measured before compaction. The difference in level on either side of a pipe shall not to exceed 4 inches.
- C. Pea gravel (between trench bottom and pipe springline) shall be compacted by vibrating, tamping, or a combination thereof, to 70% relative density for well-graded sand or squeegee material as determined by ASTM D 4253 and D 4254.
- D. Backfill material shall not be placed over the pipe or conduit until after the joints have been completed and inspected by the Engineer.
- E. It shall be incumbent upon the Contractor to protect the pipe and conduits from damage during the construction period. It shall be his responsibility to repair broken or damaged pipe at no extra cost to the Owner. Carefully place backfill around and

over the pipe and do not allow it to fall directly upon the pipe. Tamping of backfill over the pipe shall be done with tampers, vibratory rollers and other machines that will not injure or disturb the pipe.

- F. Do not allow construction traffic nor highway traffic over the pipe trench until the trench backfill has been brought back even with existing adjacent grade.
- G. Import Backfill: The removal and replacement limits and quantity of import backfill material shall be coordinated and accepted by the Engineer and governing authority prior to proceeding with the installation.

3.07 COMPACTION

- A. Add water to the backfill material or dry the material as necessary to obtain moisture content within 2% of optimum. Employ such means as may be necessary to secure a uniform moisture content throughout the material of each layer being compacted.
- B. After the material has been moisture conditioned, compact it with compaction equipment appropriate for the use to achieve specified compaction.
- C. If the backfill material becomes saturated from rains or any other source because it was not compacted to the specified density or was not backfilled and compacted to surface grade, through negligence or otherwise, remove the faulty material and replace it with suitable material compacted to the specified density. No additional payment will be made for doing such work or removal and replacement.
- D. Compaction of embankment and backfill materials by flooding, ponding or jetting is not permitted.
- E. When densities of compacted materials do not meet the requirements, remove and/or recompact the material until the requirements are met. If the Engineer determines that the nature of the ground in which the trench lies precludes compaction of the backfill to the specified density, compact the backfill to the maximum practicable density. The Contractor will be back charged the cost of retesting all failing tests, including the initial retest. Such back charges will be deducted from the Contractor's Progress Payments.
- F. Testing Frequency:
 - 1. Trench Backfill: test in two locations at each expansion joint location.

3.08 DISPOSAL OF EXCAVATED MATERIAL

- A. Dispose of unsuitable material or excavated material in excess of that needed for backfill or fill offsite in accordance with the requirements of Section 01140.
- B. Contractor may dispose surplus soils from this project to the City's property at 35 Stony Point Road, Santa Rosa, CA.
- C. Prior to any dumping taking place, the Contractor's project foreman shall request a Pond 2 site meeting with the City's, or their designated representative, and will bring with them a company marked barricade(s) to mark their designated dumping area. More than one barricade and additional markings may be needed to delineate driver's route to their proper dump area. It is the Contractor's responsibility to periodically check on their barricades for proper location and legibility
- D. Directions and Pond 2 requirements must be communicated to every driver prior to dumping. Drivers that are unsure as to their proper dumping area shall get confirmation from their project foreman before dumping their load. After dumping, the driver shall get out of the truck and visually inspect the material and remove items

from the site that are listed herein, along with any others that are not considered "surplus soil".

- E. Material must be free of asphalt concrete; asphalt and soil grindings associated with roadway excavation and reconstruction; concrete; metal; rocks greater than 6" in size;pipe or tubing; vegetation; wires; and other deleterious materials.
- F. Soil beneath asphalt that was previously oiled for paving is not allowed; sewer, water or storm drain pipe of any kind or type are not allowed;
- G. Concrete; metal; rock greater than 6" in size; vegetation; and other deleterious materials are not allowed;
- H. The quantity of trucks and the volume of soil deposited in Pond 2 from this project will be tracked. Truck drivers are required to sign a log and be subject to periodic inspections to ensure that only soil from this project is deposited in Pond 2.
- I. The Contractor shall spread and compact all project soils deposited into Pond 2 to 85% relative compaction and testing will be provided and performed by the City's materials Engineering Laboratory. The cost of compaction testing will be borne by the City.
- J. Contractor shall comply with all disposal regulations such as City, County, and/or Stat permits and licenses, as may be required.
- K. Soil disposal shall be limited to Monday through Friday between the hours of 7:00 am and 4:30 pm. Advanced, 48-hour notice is required to the City inspector and Water prior to starting.
- L. Pond 2 site access is directly affected by weather conditions. You should anticipate no access during and for some time after rain events, unless wet weather site conditions are met at your expense.
- M. The haul route shall be through the City Municipal Service Yard. A 15 MPH speed limit shall always be observed with stopping at all crosswalks and stop signs. No trucks shall access the site via any other route.
- N. Tracking of material from the disposal location onto any and all paved surfaces near the pond is not allowed. Should tracking become evident sweeping will be required at Contractor's cost no later than the end of day. Dust control shall be provided at all times in accordance with Section 10 of the City's standard specifications
- O. The Idling limits on In-Use Off-Road Diesel Vehicles in section 2449 (d) (3) in Title 13, article 4.8, chapter 9, California Code of Regulations (CCR) shall be effective and enforceable.
- P. The City shall reserve the right to unconditionally suspend or revoke disposal at any time at no cost to the City. Contractors that are notified of unallowed material in a dumped load or that aload was dumped in an area not designated for their project shall correct the issue by the end of the following work day.

END OF SECTION

02510 EXPANSION JOINT REPLACEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes installation of Owner furnished expansion joints

1.02 REFERENCES

- A. American National Standards Institute (ANSI)
- B. American Society of Mechanical Engineers (ASME)
- C. ASTM International (ASTM)
- D. American Water Works Association (AWWA)

1.03 SUBMITTALS

- A. Shop Drawings:
 - 1. Layouts and schematics: Submit detailed installation drawings of equipment and pipe welding.
- B. Product Data
 - 1. Submit data to show that the following items conform to the Specification requirements:
 - a. Welding
 - b. Coatings and linings
 - 2. Submit certified test reports as required herein and by the referenced standard specifications.
- C. Quality Control Submittals
 - 1. Welders' certificates

1.04 QUALITY ASSURANCE

- A. All materials and equipment furnished under this Section shall: (1) be of a manufacturer who has been regularly engaged in the design and manufacture of the materials and equipment for at least 5 years; and (2) be demonstrated to the satisfaction of the Engineer that the quality is equal to the materials and equipment made by those manufacturers specifically named herein, if an alternate product manufacturer is proposed.
- B. Field Quality Control:
 - 1. The Owner will:
 - a. Inspect field welds and test the welds if it is deemed necessary.
 - 2. The Contractor shall:
 - a. Perform leakage tests.
 - b. Be responsible for the costs of additional inspection and retesting by the Owner resulting from noncompliance.

1.05 POTHOLING (CHECK ON LOCATIONS)

A. Do not prepare any shop drawings for, or make final order for, or design any pipe materials for any particular section of pipeline until all utilities in that section of pipeline have been exposed, and until such time as no interferences are found between said existing utilities and the proposed pipeline alignment. If interferences are found in any particular section of pipeline, do not prepare any shop drawings for, or make final order for, or design any pipe materials for that particular section of pipeline until the pipeline alignment has been modified by the Engineer to eliminate all such interferences.

1.06 CONSTRUCTION SCHEDULING/SEQUENCING

- A. Construction under this Contract involves expansion and/or modification of the existing water system which must continue to provide service to all buildings during construction.
- B. Connections and utilities changes must be programmed to provide the least possible interruptions of service. Prior to any shutdown, all materials, fittings, supports, equipment and tools shall be on the site and all necessary labor scheduled prior to starting any connection work. The Contractor shall notify the Engineer in writing at least 7 days in advance of any required shutdowns so that affected customers may be notified.
- C. All work under this Contract shall be conducted in a manner which will limit the shut down period to 30 calendar days.

PART 2 - PRODUCTS

- 2.01 FIELD FINISHES
 - A. Lining and Coatings: 2-part chemically cured epoxy; 16 mil DFT
 - B. Cement Mortar: 0.75" thick per AWWA C205

PART 3 - EXECUTION

3.01 EXPANSION JOINT INSTALLATION

- A. General Handling and Placing:
 - 1. Exercise great care to prevent injury to or scoring of the lining and coating, as applicable, during handling, transportation or storage. Handle epoxy coated expansion joints in accordance with AWWA C213. Do not store on rough ground and rolling of the pipe on the coating will not be permitted. Repair any damaged pipe sections, specials, or fittings or replace at the direction of the Engineer.
 - 2. Inspect each pipe, fitting, valve and accessory carefully before installation. Inspect the interior and exterior protective coatings and patch all damaged areas in the field or replaced at the direction of the Engineer.
 - 3. Place or erect all piping to accurate line and grade and backfill, support, hang, or brace against movement as specified or shown on the Drawings, or as required for proper installation. Remove all dirt and foreign matter from the pipe interior prior to installation and thoroughly clean all joints before joining.
- B. Expansion Joint Installation:

- 1. The Contractor is advised that precautions taken to keep the pipeline clean during construction will facilitate achieving the disinfection requirements of this project with a minimum of effort and expense. Compliance with these suggested minimum procedures will not relieve the Contractor of the disinfection requirements.
- 2. Prior to installation, thoroughly clean the interior of each length of pipe and each fitting or valve and inspect to ensure that no foreign material remains. Cover both ends with plastic and do not uncover them until just prior to completing the joint.
- 3. Whenever pipe laying is discontinued for short periods, or whenever work is stopped at the end of the day, close the open ends of the pipe with watertight plugs or bulkheads.
- 4. Provide adequate trench pumping to ensure against groundwater contacting the inside of the pipeline at any time. Do not lower any pipe or fitting into a trench where groundwater is present and may enter the pipe. When necessary, pump the water from trenches and keep the trench dry until the joints have been completed and the open ends of the pipe have been closed with a watertight plug. Do not remove the plug until the trench has again been pumped dry.
- 5. Keep pipe sections clean and dry.
- C. Pipe Welding:
 - 1. General: Unless specified otherwise, shop and field welding of pipe shall confirm to ANSI B31.1 as amended by this paragraph.
 - 2. Trim and bevel ends of pipe to receive new flanges. Cut back existing pipe, lining and coatings to allow precise alignment between the expansion joint flanges and the mating flanges of the existing pipe. Gap between welded surfaces may not exceed 1/8-inch. Finished gap between mating flanges shall not exceed 1/8-inch.
 - 3. All field and shop welding shall be done by the electric arc process unless otherwise specified. All field welding shall be done in passes not thicker than ¼-inch. Size and type of electrodes, and current and voltages used, shall be subject to the favorable review of the Engineer. Give particular attention to the alignment of edges to be joined, so that complete fusion and penetration will be affected throughout the bottom of the weld. Welds shall contain no valleys or undercuts in the center or edges of the weld. Thoroughly clean each pass, except the final one, of dirt, slag, and flux before the succeeding bead is applied.
 - 4. Clean completed field welds of pipe joints of dirt, slag and flux, and then visually inspect. Completely chip out all defects in welds discovered during field inspection in a manner that will permit proper and complete repair by welding subject to the favorable review of the Engineer. Under no circumstances will caulking of defective welds be permitted.
 - 5. All welding shall be done by experienced, skilled operators familiar with the methods and materials to be used. Hand welding will be done only by welders qualified under the standard qualification procedure of Section IX of the ASME Boiler and Pressure Vessel Code. The Contractor shall conduct tests of his welders, when required by the Engineer, in accordance with that code and in the presence of the Engineer. An independent testing laboratory, favorably reviewed by the Engineer, shall supervise the testing and determine the quality of the test work. Weld specimens in the same positions as those in which the welder is to qualify his work. The Engineer may require test specimens at any time. Any welder whose work is found unsatisfactory shall not remain employed

on this Contract, regardless of the quality of his earlier work. Each hand weld specimen shall be plainly marked with the welder's identifying symbol. The Contractor shall furnish all materials required and pay all costs for qualifying welders.

- 6. Field welds shall follow as closely as possible to the laying operation. All field welds shall be complete before lining or coating of the joints in steel pipe is begun. Where pipe is fusion epoxy lined and/or coated, follow AWWA C-213 procedures for field welded joints.
- 7. A single, continuous, watertight, full depth weld shall be the minimum required at all field joints.
- D. Lining and Coating Installation
 - 1. Apply lining and coating materials to all interior and exterior bare metal that was exposed during installation of the new flanges and expansion joints. Conform to the manufacturer's instructions.

3.02 FIELD QUALITY CONTROL

- A. The Owner will:
 - 1. Inspect field welds and test the welds if it is deemed necessary.
 - 2. Refill & re-pressurize pipeline after installation of new expansion joints
 - 3. Employ services of certified weld inspector for purposes of inspection during installation and testing of welded connections.
 - a. Visually inspect 100% of all welds per paragraph UW-35, ASME Section VIII
 - b. Perform spot checks using spot radioscopic or radiograph per paragraph UW-52 Section VIII; alternatively, randomly inspect 50% of welds by ultrasonic methods per paragraph UW-53, ASME Section VIII
- B. The Contractor shall:
 - 1. Complete all welds using welders certified for the type of welding necessary on this project
 - 2. Perform leakage tests.
 - 3. Be responsible for the costs of additional inspection and retesting by the Owner resulting from non-compliance.
 - 4. Perform field welding in the presence of a certified weld inspector

3.03 CCTV INSPECTION

- A. Perform CCTV inspection at each expansion joint in the presence of the Owner. Provide a minimum of two working-day notice prior to inspection. Extents of inspection shall extend 300 feet uphill and 500 feet downhill from each expansion joint.
- B. Video files shall be recorded on non-rewriteable DVD discs or flash drives and shall be delivered to the City along with inspection logs. Every televised run shall be recorded as a separate video file, with the name of the file being the expansion joint number, with a separate designation that indicates the direction of the camera path relative to the joint being televised (i.e. upstream or downstream).
- C. Use pan-zoom-tilt camera suitable for color recordings. Provide adequate lighting to illuminate the full inside diameter of the pipe.
 - 1. Minimum resolution: 330 lines
 - 2. Maximum travel rate: ½-foot per second

- D. Submit DVD of inspection recording to Owner for review prior to installation of expansion joints
- E. Submit written inspection logs that show exact location of observed defects

3.04 FIELD TESTING

- A. General: Perform leakage tests on all welded and flanged joints. Owner will repressurize the pipeline using recycled water. Inspect in the presence of the Owner, all new welded joints, flange connections and expansion joint assemblies for evidence of leakage.
- B. Testing Apparatus: Provide pipe taps, nozzles and connections as necessary in City staff will fill pipeline using existing pumping equipment and a minimum pressure of
- C. Correction of Defects: If leakage exceeds the allowable, repair or replace the installation and repeat leakage tests as necessary until conformance to the leakage test requirements specified herein have been fulfilled. All visible leaks shall be repaired even if the pipeline passes the allowable leakage test.
- D. Reports: Keep records of each piping test, including:
 - 1. Description and identification of piping tested.
 - 2. Test pressure.
 - 3. Date of test.
 - 4. Witnessing by Contractor and Engineer.
 - 5. Test evaluation.
 - 6. Remarks, to include such items as:
 - a. Leaks (type, location).
 - b. Repairs made on leaks.
 - 7. Submit test reports to the City.
- E. Leak Testing Specifics:
 - 1. Duration: four hours
 - 2. Pressure: 430 psi as measured at Bear Canyon Pump Station
 - 3. Medium: recycled water
 - 4. Allowable Leakage: zero leakage observed after test duration

END OF SECTION

02705 PAVING AND RESURFACING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Furnishing all labor, material, equipment, tools, and services required for the placing and compacting of asphalt concrete pavement, aggregate surfacing and subsurface aggregate for roadways. Also included is the repair and resurfacing of existing roadway and area paving damaged or removed during construction.

1.02 REFERENCE SPECIFICATIONS

- A. Whenever the words "Standard Specifications" are referred to, the reference is to the latest version of the State of California, Department of Transportation, Standard Specifications.
- B. ASTM International (ASTM):
 - 1. D1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - 2. D2922 Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Method (Shallow Depth)

1.03 SUBMITTALS

- A. Submit the following under the Product Information category.
 - Samples: Furnish, without additional cost to the Owner, such quantities of construction materials as may be required by the Engineer for test purposes. The Contractor shall cooperate with the Engineer and furnish necessary facilities for sampling and testing of all materials and workmanship. All materials furnished and all work performed shall be subject to rigid inspection, and no materials shall be used in the construction work until it has been inspected by the Engineer.
 - 2. Submit a signed verification from each source of supply for each construction material employed on this project indicating that the materials meet the Specification requirements.
 - 3. Mix design for asphalt concrete and test results of California Test 367.
 - 4. Submit manufacturer's certification of the actual volatile organic compound (VOC) content for all pavement paints and bituminous pavement sealers proposed for use on this project. Submit certification of the actual VOC content for coatings manufactured after 1 September 1987. For coatings manufactured before 1 September 1987, submit VOC content and date of manufacture. VOC content shall be measured in grams per liter by weight of coating as applied excluding water and color added to the tint base.
 - 5. Submit verification that bituminous pavement sealers and paint products furnished meet applicable regulations as to allowable VOC content for the time and place of application and use intended.

1.04 QUALITY ASSURANCE

A. Comply with "Standard Specifications"

1.05 REGULATORY REQUIREMENTS

A. All work, material, procedures and practices under this Section shall conform with requirements of the California Air Resources Board (CARB) and the Air Pollution Control District having jurisdiction.

PART 2 - PRODUCTS

- 2.01 PAVING MATERIALS
 - A. Aggregate Base: Standard Specifications, Section 26. Class and size as indicated on the Drawings; or if not indicated on the Drawings, use Class 2, ³/₄ inch maximum.
 - B. Prime Coat: Liquid asphalt, Grade SC 70 or MC-70, Standard Specifications, Section 93.
 - C. Tack Coat and Seal Coat: Emulsified asphalt, Grade SS 1 OR SS-1h, Standard Specifications, Section 94.
 - D. Asphalt Concrete: Type B, ½ inch maximum, medium grading, Standard Specification Section 39. Bitumin ratio shall be selected by the supplier in accordance with paragraph 39 2.02 of the Standard Specifications.

PART 3 - EXECUTION

- 3.01 GENERAL
 - A. This Specification shall cover newly surfaced areas as well as restoration of existing surfacing.
 - B. Adjust existing and new manholes, meter boxes, cleanouts, etc. to match the new grade.

3.02 PAVEMENT CUTTING

- A. After backfilling trenches and prior to paving, saw cut existing pavement parallel to the trench (using a concrete saw) to a minimum depth equal to or greater than one-half the thickness thereof.
- B. The pavement shall be cut back 6 inches on each side of the trench or excavation wall.
- C. Re-cut and restore any pavement damaged outside these lines at the expense of the Contractor.
- D. Should voids develop under the existing pavements during construction, those affected pavements shall be neatly saw cut in straight lines and replaced after the voids have been filled.

3.03 PLACEMENT OF AGGREGATE BASE

- A. Subgrade Preparation:
 - 1. Water or dry subgrade as required to bring the soil to within 2% of the optimum moisture content for proper compacting.
 - 2. Compact to a relative compaction of not less than 95% in the upper 6 inches.
 - 3. When compaction of the subgrade areas on fill and embankments has been properly obtained, only such additional rolling will be required as necessary to

obtain a thoroughly compacted subgrade immediately prior to placing the aggregate base thereon.

- B. Aggregate Base Tolerance:
 - 1. Do not place the aggregate base before the subgrade is approved by the Engineer.
 - 2. The finished aggregate base shall not vary more than 0.05 foot above, nor 0.10 foot below, the planned grade.
- C. Aggregate Base Placing:
 - 1. Spread the aggregate base material on the prepared subgrade by means of suitable spreading devices.
 - 2. The aggregate base material may be dumped in piles upon the subgrade and spread by bulldozing ahead from the dumped material.
 - 3. Each layer shall not exceed 0.50 feet.
 - 4. Segregation of large or fine particles of aggregate shall be avoided, and the material as spread shall be free from pockets of large and fine material.
- D. Compaction:
 - 1. Compact each layer of aggregate base material to not less than 95% relative compaction as determined by ASTM D1556 (Sand Cone), or Calif. No. 231 or ASTM D2922 (Nuclear method when approved by the Engineer).
 - 2. Water aggregate base after compaction as provided in Section 17 of the Standard Specifications. Paragraph 17-1.04 is not applicable.

3.04 ASPHALT CONCRETE INSTALLATION

- A. Apply prime coat at a rate of 0.15-gallon per square yard. Blot any excess which has not penetrated the base with sand. Remove any loose sand.
- B. Apply tack coat a rate of 0.05-gallon per square yard.
- C. Spread and compact asphalt concrete in accordance with Standard Specifications Section 39 to the thickness shown on the Drawings.
- D. Protect asphaltic concrete paving until surface has cooled sufficiently to permit traffic without damage.
- E. Immediately remove spilled and splattered materials from adjacent surfaces.

END OF SECTION

BID FORMS

<u>CITYOFSANTA ROSA</u>

STATE OF CALIFORNIA

GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT

The work to be performed and referred to herein is in the City of Santa Rosa, California and consists of improvements to be constructed in accordance with the provisions of the Invitation for Bids, containing the Notice to Bidders, the Special Provisions, the Project Plan(s), the Bid Forms and the Contract, all of which are by reference incorporated herein, and each Addendum, if any is issued, to any of the above which is also incorporated by reference herein.

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the Project Plans, Invitation for Bids and conditions therefor, and is familiar with all bid requirements, that Contractor has examined this Contract and the provisions incorporated by reference herein, and Contractor hereby proposes, and agrees that if its bid is accepted by the City, Contractor will provide all necessary machinery, tools, apparatuses, and other means of construction, and to do all the work and furnish all the materials and services required to complete the construction in accordance with the Contract, the Special Provisions, the Project Plan(s), and Addenda to any of the above as incorporated by reference, in the time stated herein, for the unit prices and/or lump sum prices as follows:

CITY OF SANTA ROSA C02243 GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT UNIT PRICE SCHEDULE

Bidder Name:_____

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$	\$
2	PIPELINE DEWATERING	1	LS	\$	_ \$
3	REPLACE EXPANSION JOINT NO. 1	1	LS	\$	_ \$
4	REPLACE EXPANSION JOINT NO. 2	1	LS	\$	_ \$
5	REPLACE EXPANSION JOINT NO. 3	1	LS	\$	\$
6	REPLACE EXPANSION JOINT NO. 4	1	LS	\$	\$
7	REPLACE EXPANSION JOINT NO. 5	1	LS	\$	\$
8	SHEETING, SHORING AND BRACING	1	LS	\$	\$
9	TRAFFIC CONTROL	1	LS	\$	\$
10	ASPHALT CEMENT PAVING	220	TON	\$	\$
11	CLOSED-CIRCUIT TELEVISION	4,000	LF	\$	\$
12	WATER POLLUTION CONTROL	1	LS	\$	_ \$
13	EARLY COMPLETION INCENTIVE (I)	5	DAY	\$ 2,500.0	<u>0</u> <u>\$ 12,500.00</u>
13	EARLY COMPLETION INCENTIVE (I)	5	DAY	<u>\$ 2,500.0</u>	<u>u</u> <u>\$</u>

GRAND TOTAL BID

\$_____

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- 1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
- 2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the "Total" column. In case of discrepancy between the sum of the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column shall prevail. The bid comparison will be based on the sum of the "Total" column for each bidder.

If this Contract Bid is accepted by the City and the undersigned fails to execute the Contract and to give all the bonds required under the Contract, with a surety satisfactory to the Award Authority of the City of Santa Rosa, within ten calendar days after bidder has received the Notice of Award from the Engineer, then the Award Authority may, at its option, determine that the bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this bid shall be in accordance with California Public Contract Code section 20172.

The undersigned understands and agrees that the City is not responsible for any error or omissions on the part of the undersigned in making this bid.

The bidder to whom the Contract is awarded agrees to execute the Contract in favor of the City, in the form attached, and to deliver any and all required bond(s) and insurance certificates within ten calendar days from the date of Contractor's receipt of the Notice of Award. Following the award of the Contract, Contractor shall commence work within ten calendar days from the day authorized in the Notice to Proceed and diligently prosecute the same to completion in accordance with Section 8-1.04.

LIST OF SUBCONTRACTORS

NAME OF BIDDER:

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)

LIST OF PREVIOUS SIMILAR JOBS

NAME OF BIDDER:

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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

BID BOND AFFIDAVIT AND BIDDER'S SIGNATURE PAGE

Accompanying this bid is a guaranty in the form of (Notice: Insert the words "cash \$," "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be):

in an amount equal to at least ten percent of the total of this bid.

The undersigned further agrees that if Contractor does not execute the Contract and deliver the necessary bonds to the City within the period of time specified in this Invitation for Bids, the proceeds of the security accompanying this bid shall become the property of the City of Santa Rosa, California, and this bid and the acceptance thereof may, at the option of the City, be considered null and void.

The undersigned is licensed in accordance with an act providing for the registration of Contractors, License No. _____, Class _____, expiration date _____.

The undersigned in registered with the Department of Industrial Relations, Registration No.

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager of the corporation; if a partnership, state true name of partnership, also the names of all partners in the partnership; if the bidder is a sole proprietor, state the business name and the proprietor's name in full.

Secretary of State Business Entity Number: ______

Business Address

Telephone Number

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER'S SIGNATURE:

TITLE:

DATE:

CONTRACT

CITY OF SANTA ROSA

CALIFORNIA

CONTRACT NO. C02243 GEYSERS PIPELINE EXPANSION JOINTS REPLACEMENT

This Contract is made and entered into as of ______, 2020 at Santa Rosa, California, between the City of Santa Rosa ("City") and ______ of _____ ("Contractor").

ARTICLE I - For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of City, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by City, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the Standard Specifications of the State of California Department of Transportation, dated 2010, insofar as the same may apply (Standard Specifications); in accordance with the City of Santa Rosa Design and Construction Standards, (City Standards); in accordance with the State of California Department of Transportation emitted the State of California Department of Transportations); in accordance with the City of Santa Rosa Design and Construction Standards, (City Standards); in accordance with the State of California Department of Transportation Standard Plans, dated 2010 (Standard Plans), (collectively, "Contract Documents") and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

The work to be performed is further shown upon a plan consisting of 11 sheets entitled, Geysers Pipeline Expansion Joints Replacement, File Number 2020-0009, approved by the Deputy Director of Transportation and Public Works, hereinafter referred to as the Project Plan(s).

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			\$ 	\$
TOTAL BASE BID	(SUM OF "TO	TAL" COLUMN)	\$	

BID ITEMS IN THIS SECTION WILL BE INSERTED UPON AWARD OF THE CONTRACT AND SHALL BE THE SAME AS THOSE BID UPON. ARTICLE III - City and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and City hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is 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 Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

- 1. Special Provisions
- 2. Project Plans
- 3. City Standards
- 4. City Specifications
- 5. Standard Specifications
- 6. Standard Plans

ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8-1.04C of the Special Provisions.

This Contract shall not be transferred or assigned without the prior written consent of City, which may be withheld by City in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

City:	Contractor:
City of Santa Rosa, a Municipal corporation	Name of Contractor, Type of entity
Ву:	Ву:
Title:	Name:
ATTEST:	Title:
By: Title:	Ву:
Approved as to form:	Name:
By: Office of City Attorney	Title:
Office of City Attorney	