

# INVITATION FOR BIDS



FOR CONSTRUCTING

## R9C TANK DECOMMISSION AND DEMOLITION

CONTRACT NUMBER  
C00491

ISSUED BY  
**CAPITAL PROJECTS ENGINEERING DIVISION**  
**CITY OF SANTA ROSA, CALIFORNIA**

2020

ATTENTION  
Prebid Conference  
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

R9C TANK DECOMMISSION AND DEMOLITION

**Contract No. C00491**

# R9C TANK DECOMMISSION AND DEMOLITION

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CITY OF SANTA ROSA  
STATE OF CALIFORNIA

**NOTICE TO BIDDERS**

➤	For technical questions regarding this project, contact David Fradelizio at (707) 543-3862
➤	For direct access to plans, specifications and planholders' lists, go to <a href="http://www.srcity.org/bids">www.srcity.org/bids</a> and click on <u>Bid/Proposal Opportunities</u> or call (707) 543-3800.
➤	For direct access to bid results, go to <a href="http://www.srcity.org/bids">www.srcity.org/bids</a> . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> or call (707) 543-3835.

- IMPORTANT -

**Bid Acceptance Deadline**

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 until 2:00 p.m., February 11, 2020, for R9C Tank Decommission and Demolition, Contract No. C00491. (Engineer's Estimate: \$495,061.00).

**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 prior to 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 will not be accepted.

**Pre-Bid Meeting**

Prospective bidders, subcontractors, and material suppliers are invited to attend a pre-bid meeting scheduled to be held at 10:00 a.m., February 4, 2020, in the Transportation and Public Works Department located at 69 Stony Circle, Santa Rosa, 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.

Contract #: **C00491**

Project Title: **R9C TANK DECOMMISSION AND DEMOLITION**

Line #	Description	Units	Quantity
1	TRAFFIC CONTROL	LS	1
2	WATER POLLUTION CONTROL	LS	1
3	OIL SAND REMOVAL AND DISPOSAL	CY	105
4	REMOVE CHAIN LINK FENCES AND GATES	LF	825
5	REMOVE 18-INCH RCP	LF	78
6	REMOVE 12-INCH CMP	LF	475
7	REMOVE DRAINAGE STRUCTURES	EA	2
8	REMOVE WATER STORAGE TANK	LS	1
9	DESTROY WELLS/INCLINOMETERS	LS	1
10	MISCELLANEOUS SITE DEMOLITION	LS	1
11	CLEARING AND GRUBBING	LS	1
12	ROADWAY EXCAVATION (F)	CY	500
13	EROSION CONTROL	LS	1
14	DEMOLITION AND SITE CLEARANCE	LS	1
15	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	EA	1
16	ABANDON OR REMOVE WATER SYSTEM COMPONENTS	LS	1
17	TRENCH BRACING AND SHORING-WATER	LS	1

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 C00491 R9C Tank Decommission and Demolition may be obtained through PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids). 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 [www.srcity.org/bids](http://www.srcity.org/bids), 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.

  
MARK KASRAIE, P.E.  
Supervising Engineer

Date

01/07/2020

# **SPECIAL PROVISIONS**

## **General Specifications**

### **CITY OF SANTA ROSA, CALIFORNIA**

#### **R9C TANK DECOMMISSION AND DEMOLITION**

##### **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 10 sheets entitled R9C Tank Decommission and Demolition, 2018-0006
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

**2-1.06 Bid Documents:** 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.

**2-1.07 Approximate Estimate:** 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 written request for interpretation or correction to the Engineer. The written request must be received by the Engineer a minimum of 96 hours prior to bid opening. 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.

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

**2-1.33A Bid Forms:** All bids shall be made on bid forms obtained from PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids). 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 [www.srcity.org/bids](http://www.srcity.org/bids), 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.

**2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities:** 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.

**2-1.43 Public Opening of Bids:** 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.

**2-1.46 Disqualification of Bidders:** 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.

**2-1.48 Competency of Bidders:** 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

**3-1.04 Contract Award:** 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. **Performance Bond:** 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. **Labor and Materials Bond:** 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. **Material Guaranty Bond:** 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.

**Insurance:** 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 | \$1 million per occurrence or claim<br>\$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.

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

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.

**3-1.20 Failure to Execute Contract:** 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, the City may award 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.

**3-1.21 Return of Bid Guarantees:** 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.

**3-1.22 Subcontractors:** 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

**4-1.05 Changes and Extra Work:** 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.

**4-1.05C 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

**5-1.02 Contractor's Copies of Contract Documents:** 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 10 sheets entitled R9C Tank Decommission and Demolition, 2018-0006
3. City Standards
4. City Specifications
5. Standard Specifications
6. Standard Plans

**5-1.05 Order of Work:** 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.

**5-1.17 Character of Workers:** 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.

**5-1.20 Cooperation with Other Entities:** 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.

**5-1.20B(4)(a) Offsite Staging Areas and Construction Yards:** 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.

**5-1.26 Lines and Grades:** 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.

**5-1.36A Property and Facility Preservation:** 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.

**5-1.36E Obstructions:** 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 qualified 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

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

**6-3.01 General:** 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.

**6-3.01A Material Submittals:** 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.

**6-3.05 Quality Assurance:** 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**

**6-4.01A Construction Water:** 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.

**6-4.01B Water Utility Notification:** 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 additional 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.

**6-4.01C Water Facility Damage:** 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 Contractor's sole expense in a manner satisfactory to the City of Santa Rosa Water Department. Such repairs shall not 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 prior to 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.

**6-4.02 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.

**7-1.02K(2) Wages:** 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 [www.dir.ca.gov](http://www.dir.ca.gov) 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.

**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.

**7-1.02K(6)(a)(1) Notice to Vendors:** 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.

**7-1.02K(6)(b) Excavation Safety:** 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:
  1. 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.

**7-1.02K(6)(d) 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.

**7-1.02L(2)(a) 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 charge Contractor even though final payment under the Contract may have been made.

**7-1.02M(3) Mined Materials:** 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: [http://www.consrv.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.consrv.ca.gov/OMR/ab_3098_list/index.htm). 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.

**7-1.03A Maintaining Traffic:** 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

**8-1.01A Assignments:** Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, 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.

**8-1.04B 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:

### 75 WORKING DAYS

**8-1.05 Time:** 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.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 7:00 a.m. or later than 7:00 p.m.

**8-1.10 Liquidated Damages:** 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 above for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications.

## 9 MEASUREMENT AND PAYMENT

**9-1.04 Force Account Work:** 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.

**9-1.07 Payment Adjustments For Price Index Fluctuations:** 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.

**9-1.17D Final Payment and Claims:** 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 15<sup>th</sup> day after receipt of the written request from the Engineer. If the 15<sup>th</sup> 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.

**9-1.22 Arbitration:** 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

\_\_\_\_\_

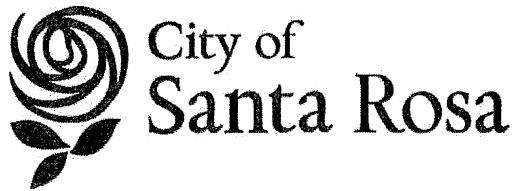
\_\_\_\_\_  
Notary Public

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.

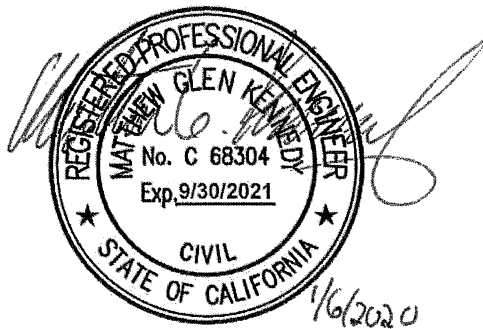


**SPECIAL PROVISIONS**  
**FOR**  
**R9C TANK DECOMMISSION AND DEMOLITION**

**CONTRACT NUMBER**  
**C00491**

**100% SUBMITTAL**

**JUNE 2019**



2235 Mercury Way, Suite 150  
Santa Rosa, CA 95407  
(707) 523-1010

# 12 TEMPORARY TRAFFIC CONTROL

## **12-1 General**

**12-1.01 General:** Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA) and as directed by the Engineer.

All work within Bennett Valley Road is County of Sonoma right of way and will require a county encroachment permit. A Traffic Control Plan submitted to the county will be required as part of this encroachment permit.

**12-1.03 Flagging Costs:** The first paragraph of Section 12-1.03, "Flagging Costs" is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.08, "Public Convenience", and Section 7-1.09, "Public Safety", shall be considered as included in the contract lump sum price paid for traffic control and no additional allowance will be made therefor.

## **12-3 Traffic-Handling Equipment and Devices**

**12-3.01 General:** Prior to commencing construction which will affect existing vehicular and pedestrian traffic, the Contractor shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. If the Contractor proposes to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
7. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

## **12-4 Maintaining Traffic**

### **12-4.01 Maintaining Traffic:**

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.
2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by the Contractor to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. The Contractor shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. The Contractor shall notify the Engineer of his planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways the Contractor shall notify the affected businesses and residents per Section 12-1.03, "Traffic Control", of these Special Provisions. **Full access shall be provided to all driveways during non-working hours.**
5. At locations where traffic is routed perpendicular to trench excavation, the excavation shall be conducted in a manner to provide a surface reasonably satisfactory for traffic at all times. Substructure installation or construction shall be conducted on only one-half the width of the roadway at a time, and that portion of the roadway being used by traffic shall be kept open and unobstructed until the opposite side of the roadway is ready for use. Upon completion of the rough grading, the surface of the roadbed shall be brought to a smooth, even condition free from humps and depressions and made satisfactory for traffic.

**12-4.01A Construction Traffic:** The Contractor shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by the Contractor's operations and not shown to be replaced shall be replaced at the Contractor's expense, per City Standards and to the satisfaction of the Engineer.

**12-4.02 Closure Requirements:** Attention is directed to Section 7-1.08, "Maintaining Traffic", to Section 5-1.05, "Order of Work," of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (Section 7-1.08 "Maintaining Traffic") shall be determined in the field by the Engineer.

The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress.

The Contractor shall not park construction vehicles contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

On identified local/residential streets the Contractor will normally be allowed use of each block (between nearest intersections) for their sole use, without the need to provide 2-way traffic

through that block. The Contractor will be required to maintain vehicle access to homes and other properties within the block where work is in progress.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

The Contractor shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, 5 calendar days prior to any lane closures or restrictions in turning movements.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they shall maintain vehicular access to homes and other properties where work is in progress within the closure area.

Where necessary, and only after receiving written approval from the Engineer, the Contractor may temporarily suspend curb side parking in their immediate work zone. Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.
2. Type 1 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then Contractor shall remove "No Parking" notices.

The Contractor shall maintain vehicle access to all homes and other properties along the work zone. During paving operations, the Contractor will be allowed to temporarily suspend vehicle access to a limited number of driveways when approved by the Engineer. When approved by the Engineer and at least 72 hours prior to suspending access to any driveway, the Contractor shall give both written and verbal notice to the affected businesses and residents and place barricades adjacent to the driveways with posted notices stating the specific dates and times of the suspension for that area. The notice shall also indicate an alternate parking location. Suspension of access to driveway will be permitted only as approved by the Engineer and only between the hours of 8:00 am and 4:30 pm.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.



The Contractor shall maintain traffic control as necessary and as directed by the Engineer for "cat-tracking" operations by City Forces. Flaggers, barricades, signing, etc., shall remain in place for protection of City personnel until such time as all temporary lane delineation is complete.

## **12-7 Temporary Pedestrian Walkways**

**12-7.01 Pedestrian Traffic Control:** The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Pedestrian routes shall be open and accessible at the end of the work day unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate the Contractor from this requirement.

## **12-9 Measurement and Payment**

**12-9.01 Payment:** **Traffic Control** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in vehicular and pedestrian traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, project and public notification signs, flagging, complying with CA MUTCD Standards for Pedestrian Safety, coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

# 13 WATER POLLUTION CONTROL

## **13-1 General**

**13-1.01A:** Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

1. The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the "Storm Water Permit". A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at [www.srcity.org/stormwaterpermit](http://www.srcity.org/stormwaterpermit).
2. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). **BMPs shall be selected, installed and maintained in accordance with the latest edition.** 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/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

All temporary BMP's shall be removed at the completion of the project and prior to hydroseeding and fiber roll installation.

## **13-2 Water Pollution Control Program**

**13-2.01B Submittals:** The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

**13-2.04 Payment:** The City Pays you to prepare **Water Pollution Control Program** as the **lump sum** price for **Water Pollution Control** and as follows:

## **13-3 Storm Water Pollution Prevention Plan**

**13-3.01A Summary:** This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities (Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

## **13-4 Job Site Management**

### **13-4.03B: Spill Prevention and Control/CASQA Spill Prevention and Control (BMP WM-4):**

If a spill occurs at the construction site and the contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

**13-4.03C(2): Material Storage/CASQA Material Delivery and Storage (BMP WM-1)**

**13-4.03C(3): Stockpile Management/CASQA Stockpile Management (BMP WM-3):** Do not block storm water flows.

**13-4.03D(1): Waste Management/CASQA Solid Waste Management (BMP WM-5):** The Contractor shall dispose of all trash, rubbish, and waste materials of any kind generated by the contractor, subcontractor, or any company hired by the Contractor on a daily basis.

**13-4.03D(3): Concrete Waste/CASQA Concrete Waste Management (BMP WM-8):** Ensure the containment of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

**13-4.03D(4): Sanitary and Septic Waste/CASQA Sanitary and Septic Waste Management (BMP WM-9):** Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

**13-4.03D(5): Liquid Waste:** Liquid waste includes water generated from excavation dewatering. Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

**13-4.03E(1): Water Control and Conservation/CASQA Water Conservation Practices (BMP NS-1 and NS-2)**

**13-4.03E(3): Vehicle and Equipment Cleaning/CASQA Vehicle and Equipment Cleaning (BMP NS-8)**

**13-4.03E(4): Vehicle and Equipment Fueling and Maintenance/CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10)**

**13-4.03E(7): Paving, Sealing, Sawcutting, Grooving, and Grinding Activities:** As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Install BMPs at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering;
2. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses;
3. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt;
4. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
5. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
6. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
7. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded;

8. Minimize airborne dust by using water spray during grinding **14-9.03**;
9. Protect stockpiles with a cover or sediment barriers during a rain event and;
10. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses **13-4.03C(1)**,

#### **13-4.03F: Sweeping/CASQA Street Sweeping and Vacuuming (BMP SE-7)**

**13-4.04 Payment:** Job Site Management shall be paid for at the contract lump sum price for Water Pollution Control.

#### **13-6 Temporary Sediment Control**

##### **13-6.03C: Temporary Drainage Inlet Protection/CASQA Storm Drain Inlet Protection (BMP SE-10)**

**13-6.04: Payment:** Temporary Sediment Control shall be paid for at the contract lump sum price for Water Pollution Control. The contractor pays all maintenance costs.

#### **13-7 Temporary Tracking Control**

##### **13-7.01A: Temporary Tracking Control/Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3)**

##### **13-7.03 Construction/CASQA Stabilized Construction Site Entrance/Exit (BMP TC-1)**

**13-7.04 Payment:** Temporary Tracking Control shall be paid for at the lump sum price for Water Pollution Control. The contractor pays all maintenance costs.

**13-8.01: General:** Water removed from excavations will likely contain contaminants at levels requiring treatment prior to discharge. Analytical test results are in the report referenced in section 14-11.06, Department Generated Contaminated Soil, of these technical specifications. You will design the treatment system to treat the water to levels compliant with discharge requirements according to section 13-8.02D Discharge Method.

**13-8.01B(2): Active Treatment System Plan:** You are responsible for having 21,000 gallon nominal capacity, "closed top" type mobile storage tank(s) available if groundwater is encountered and ensure it is secure from public access. The storage tank(s) shall be filled to the manufacturer's recommended maximum water surface level prior to filling any additional tanks. Unused tanks brought to the site shall be at the contractor's expense.

Once water in any given tank has been sampled, no further uncharacterized water shall be pumped into the tank. You shall furnish a sufficient number of tanks on site at any given time to facilitate groundwater storage for continuous excavation operations. You shall assume 3 working days turnaround time for analytical test results.

The tanks shall not encroach into any travel lanes and shall be restricted to no more than a period of 5 days at the same location.

**13-8.01C: Quality Control Assurance:** The City will collect samples and perform the analytical testing of stored water.

**13-8.02D: Discharge Method:** Water removed from excavations shall be discharged to the publicly owned sanitary sewer under the conditions set forth in the discharge permit issued by the City, a copy of which is included in Section A, Fees and Permits, of these technical specifications.

##### **13-10 Temporary Linear Sediment Barrier/CASQA Silt Fence and Sand Bag Barrier (BMP SE-1 and SE-8)**

**13-10.04 Payment:** Temporary Linear Sediment Barriers shall be paid for at the lump sum price for Water Pollution Control. The contractor pays all maintenance costs.

## 14 ENVIRONMENTAL STEWARDSHIP

### **14-9.03 Dust Control**

**14-9.03A General:** Sweeping per section 14-9.03C shall also be performed to prevent and alleviate dust.

Sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust caused by public traffic is not change order work.

**14-9.03C Construction:** All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

Contractor shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each work day the Contractor shall thoroughly sweep all streets in the work zone to minimize airborne dust.

At the end of each work week the Contractor shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

**14-10.01 General:** The Contractor shall dispose of all portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense.

**14-10.02A(1) Submittals:** Submit a Solid Waste Disposal and Recycling Report prior to final acceptance of work performed under the Contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

Submit a Solid Waste Disposal and Recycling Report prior to Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

**14-10.02D Payment:** Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

### **14-11 Hazardous Waste and Contamination**

**14-11.02F(3) Hazardous Waste Transport and Disposal:** Handle, store, and dispose of hazardous waste under 22 California Code of Regulations Division 4.5. Dispose of hazardous

waste within 90 days of the start of generation. Store hazardous waste in sealed, covered containers labeled with the contents and accumulation start date under 22 CA Code of Regulations, Division 4.5. Labels must comply with the provisions of 22 CA Code of Regulations, Division 4.5. § 66262.31 and § 66262.32. Use a hazardous waste manifest and a transporter registered with the Department of Toxic Substances Control (DTSC) and in compliance with the California Highway Patrol Biennial Inspection of Terminals Program to transport hazardous waste to an appropriately permitted hazardous waste management facility.

All soil from excavations on this project shall be considered contaminated and shall be transported to and disposed of at an approved landfill.

You will furnish completely filled out hazardous waste manifests ready for the Engineer's signature.

You are responsible for disposal of contaminated soil, including trucking, disposal site fees, and additional testing if required by disposal sites. You shall comply with all disposal regulations, such as City, County, and/or State permits and licenses, as may be required.

Prior to disposal of any excess material from the work site, submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. You shall disclose in landfill applications the existing conditions and the written disposal and entry permission shall include acknowledgement of such disclosure.

Pre-construction soil sampling as described in section 14-11.06 and 14-11.06A of these Technical Specifications indicated the presence of petroleum hydrocarbons such as motor oil and diesel, heavy metals, and other contaminants.

Contractor shall be responsible for separating asphalt, concrete, base rock, asbestos cement pipe, and other non-contaminated debris from the soil prior to loading the soil for transport to disposal sites. Dispose of asphalt, concrete, and base rock at a recycler of these materials as specified in Section 14-10.01 and 14-10.02A(1) of these Special Provisions. Cut, handle, and dispose of asbestos cement pipe according to Contractor's State Licensing Law and all other applicable laws and regulations.

**14-11.06: Department Generated Contaminated Soil:** Based on sampling and analytical tests, the oil sand bedding under the water tank contains petroleum hydrocarbon impacts.

**14-11.06A: Payment:** **Oil Sand Removal and Disposal** shall be paid for at the contract unit price per **cubic yard**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in excavating, temporary stockpiling, sampling and profiling the oil sand for disposal and legally disposing of oil sands, including but not limited to any additional sampling and testing, loading, hauling and disposing as enumerated in the plans and these specifications, and no additional allowance will be made therefor.

Analytical test results for the oil sands are documented in a Technical Memorandum "SR R9C Tank Decommission and Demolition – Oil Sand Base Material Investigation" prepared by GHD, Inc., and to soil sampling results analyzed by Analytical Sciences, Inc. in a laboratory report dated July 14, 2017. The report and test results are on file with the City of Santa Rosa Public Works Department, 69 Stony Circle, Santa Rosa, CA 95401. It has been estimated that 105 cubic yards of petroleum impacted sand used for the tank foundation will need to be removed and disposed at an appropriate landfill. A copy of the GHD Technical Memorandum and Analytical Sciences test results are available from the City for the Contractor's use and are not part of the contract documents. An electronic copy (PDF) of this report and test results may be obtained at the following

ftp site (copy exactly as written including the underscores) or via email from the City by request and is **not** considered part of the contract documents:

[https://cityofsantarosa-my.sharepoint.com/:f/g/personal/e06528\\_srcity\\_org/Ehy\\_CCrwJhJOnFeo0OqflgQB-VNmWP1ouhQz-p\\_hSoG9ZA?e=ga8MBs](https://cityofsantarosa-my.sharepoint.com/:f/g/personal/e06528_srcity_org/Ehy_CCrwJhJOnFeo0OqflgQB-VNmWP1ouhQz-p_hSoG9ZA?e=ga8MBs)

In general, the Contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery of any potential soil or groundwater contamination.

The Contractor shall provide 40-hour OSHA-HAZWOPER certified workers in the contaminated area and provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protective equipment in accordance with 8CCR Section 5192.

**14-11.11: Demolition Work Impacting Lead-Containing Coatings:** Lead is present in the primer coat (red in color) associated with the exterior of the water tank. Work impacting lead material(s), including the tank primer coat, is regulated by applicable governmental agencies and standards.

Contractor shall furnish all labor, materials, services, insurance and equipment which are specified, shown or reasonably implied for effective containment, dust suppression, cleaning, impaction, transport, and disposal of lead-containing material.

Contractor shall impact, excavate, demolish, recycle, and/or properly dispose of material containing lead under the rules and regulations of the following agencies:

1. US Department of Transportation (US DOT)
2. US Environmental Protection Agency (US EPA)
3. California Environmental Protection Agency (Cal/EPA)
4. California Department of Public Health (CDPH)
5. California Department of Toxic Substances Control (DTSC)
6. California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA)
7. California Department of Resources Recycling and Recovery (CalRecycle)
8. California Air Resources Board (CARB)

Work at the project site is understood to meet the Cal/OSHA definition of construction work [1532.1(a)] and includes the planned impaction of presumed lead based paint and/or known lead containing surface coatings, thus, is subject to regulation by governmental agencies and standards, including those listed below:

1. Code of Federal Regulations (CFR)
  - a. 29 CFR 1926, Construction Standards
  - b. 40 CFR Parts 261, 265, and 268, Hazardous Waste Management
  - c. 40 CFR Part 745, Lead: Identification of Dangerous Levels of Lead
  - d. 40 CFR Part 745, Subpart E Lead Renovation, Repair and Painting Program
  - e. 49 CFR Parts 172, 173, 178, 179, Hazardous Material Transportation
2. California Code of Regulations (CCR)
  - a. 8 CCR Division 1, Chapter 4, Construction Safety Orders
  - b. 8CCR1532.1, Lead in Construction
  - c. 8 CCR 1537, Welding, Cutting, and Heating of Coated Metals
  - d. 8 CCR 1531, Respiratory Protection

- e. 17 CCR Division 1, Chapter 8, Accreditation/Certification, and Work Practices in Lead-Related Construction
- f. 22 CCR Division 4.5, Environmental Health Standards for Management of Hazardous Waste

Contractor shall prevent visible dust migration during demolition, excavation, transportation, placement, and handling of material containing lead. Contractor shall use wet methods (water) when impacting lead containing coatings to suppress airborne lead dust.

Employee exposure to material containing any detectable quantity of lead will trigger compliance with applicable lead regulations, including 8 CCR 1532.1. Individuals engaged in lead-related construction work activities should attend lead hazard training appropriate to their assignments. All training for other lead-related construction activities should be in accordance with the Cal/OSHA and CDPH worker training provisions, including 8 CCR 1532.1(l).

Contractor shall designate, in writing, one or more individuals as lead Supervisor(s). Supervisor(s) shall be capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them. Supervisors shall be trained, as required by 8 CCR 1532.1, and, when required, be certified consistent with section 8 CCR 1532.1(l)(3).

Contractor shall submit to the City a written Lead Compliance Plan in accordance with 8 CCR 1532.1(e)(2). The Lead Compliance Plan shall be specific to the project site and shall be submitted to the City at least 15 business days prior to the commencement of project work.

Contractor shall conduct worker breathing zone exposure monitoring (also known as personal air monitoring) to determine the airborne concentration of lead present within the work environment in compliance with 8 CCR 1532.1(d).

Specific construction tasks, known as Trigger Tasks, impacting material(s) known to contain detectable quantities of lead, should be understood to expose employees above the lead Permissible Exposure Limit (PEL). A Trigger Task is defined as a construction operation, process or task specifically identified Cal/OSHA as a potential lead exposure hazard. Performing Trigger Tasks is understood to expose employees above the PEL and necessitate employee protection measures, including the following: wearing of respirators and protective clothing per 8 CCR 1532.1(f) and (g), lead training per 8 CCR 1532.1(l), and initial employee medical surveillance per 8 CCR 1532.1(j). Untrained and/or unprotected workers should not perform Trigger Tasks.

Employees shown to be exposed to lead above the lead Action Level (AL) of 30  $\mu\text{g}/\text{m}^3$ , PEL of 50  $\mu\text{g}/\text{m}^3$ , and/or engaged in Trigger Tasks in the absence of air monitoring data showing exposures below the AL or PEL, must be appropriately protected, trained and have the requisite medical examinations specified in 8 CCR 1532.1.

Contractor personnel impacting lead must adhere, at minimum, to the following work protocols:

1. Establishment of a regulated work area
2. Establishment of hygiene controls (hand washing facilities)
3. Use of wet methods (water) to mitigate airborne dust generation/migration
4. Use of HEPA filter-equipped vacuums and tools to address dust/debris on personnel, equipment and within the work area
5. Use of personal protective equipment, including respirators, as appropriate based on personnel air monitoring data
6. Removal of entire components when possible, to avoid excessive lead coating disturbance



7. Use of compressed air to remove lead-contaminated dust, or use other means which disperses lead into the air, is prohibited

The Contractor shall provide for secure onsite temporary storage of lead-containing material and/or related waste. Waste storage location, equipment, containers and methods shall comply with all applicable regulations.

Waste streams shall be tested by the Contractor using appropriate US EPA and CalEPA lead testing protocols for the purpose of hazardous waste characterization. It is the Contractor's sole responsibility to ensure the waste produced by the Contractor's work is properly characterized and disposed of. Waste shall be packaged, stored, handled, transported and disposed of appropriately for each category of waste generated based on the testing results and regulatory protocol. The cost of all waste characterization, waste profiling, transportation and disposal will be the responsibility of the Contractor.

At the conclusion of the project, the project site shall be free of any lead contamination potentially produced as a result of the Contractor's work. Lead contamination of the environment caused by the Contractor shall be the Contractor's sole responsibility to assess and decontaminate to a pre-project condition.

**14-11.11A Payment:** Lead-Related Construction/Demolition Activities shall be considered as included in the price paid for Remove Water Storage Tank, and no additional allowance will be made therefor.

[Revised: 05/18/15-DCM STD2010]

## 15 EXISTING FACILITIES

**15-1.03A General:** Existing facilities disturbed by construction shall conform to the applicable provisions of Section 5-1.36. All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. The Contractor shall be responsible for any damage caused by their operations and any needed repairs shall be completed to the Engineer's satisfaction.

Existing storm drains found to reside in excavated areas shall be supported, removed, or replaced at the Contractor's option and at no additional cost to the City. The Contractor shall be responsible for maintaining the existing line and grade of the storm drains. If the Contractor elects to remove and replace, it shall be done per applicable City Standards and Specifications.

Existing utility trenches and/or structures that are in close proximity to proposed trenches shall be safeguarded in an appropriate manner from damage.

**15-1.04 Payment:** Full compensation for supporting, removal and disposal of existing utilities and their appurtenances is considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

**15-2.02B Remove Pavement:** Removal of pavement shall include pavement and aggregate base. Pavement removal is paid for as roadway excavation.

**15-2.02H Remove Chain Link Fences and Gates:** Removal of chain link fences and gates shall include posts and foundations and fill for post holes.

**15-2.02K Remove Drainage Facilities:** Remove all existing storm drainage pipes, pipe anchors, inlets, manholes and related drainage and tank drain facilities in as indicated on the plans. The CMP tank drain and overflow pipe between the northern property boundary and mid-slope outfall shall be removed by hand with no equipment. The void remaining from the pipe removal shall be filled with approved clean native backfill and compacted prior to installing erosion control.

**15-2.02M Remove Water Storage Tank:** Remove existing welded steel water storage tank including appurtenances. Acceptable removal methods include cutting by mechanical or torch methods.

Contractor shall pump existing water from the bottom of the tank to a truck and haul to a nearby City-designated SSMH for discharge. City has authorized a one-time discharge permit (SR-1X09172) for non-contaminated water and will perform water quality testing, if required (see Appendix A for the one-time discharge permit). The discharge to the SSMH will be under City inspection and shall be at a rate that does not overburden the sewer system.

All demolished and removed materials shall be recycled and/or legally disposed of by the Contractor.

Submit a written and detailed Fire Safety and Prevention Plan outlining the prevention measures and emergency procedures that will be implemented at the project site during demolition. The Fire Safety and Prevention Plan shall be prepared in accordance with §3221 of the California Code of Regulations, and shall include following elements:

(1) Potential fire hazards and their proper handling and storage procedures, potential ignition sources (such as welding, smoking and others) and their control procedures, and the type of fire protection equipment or systems which can control a fire involving them;

(2) Names or regular job titles of those responsible for maintenance of equipment and systems installed to prevent or control ignitions or fires; and

(3) Names or regular job titles of those responsible for the control of accumulation of flammable or combustible waste materials.

(c) Housekeeping. The Contractor shall control accumulations of flammable and combustible waste materials and residues so that they do not contribute to a fire emergency. The housekeeping procedures shall be included in the written fire prevention plan.

(d) Training.

(1) The Contractor shall apprise employees of the fire hazards of the materials and processes to which they are exposed.

(2) The Contractor shall review with each employee upon initial assignment those parts of the fire prevention plan which the employee must know to protect the employee in the event of an emergency. The written plan shall be kept at the job site and made available for employee review.

(e) Maintenance. The Contractor shall regularly and properly maintain, according to established procedures, equipment and systems installed at the project site to prevent accidental ignition of combustible materials.

**15-2.02N Destroy Well:** Monitoring wells and Inclinometers shall be destroyed by removing the existing steel well casing and grouting the well hole with cement grout in accordance with County of Sonoma requirements.

**15-2.02O Remove Conduit and Pull Boxes:** Remove all existing underground conduits, cables and pull boxes as indicated on the plans.

**15-2.13 Payment:** **Remove Chain Link Fences and Gates** shall be paid for at the contract unit price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in removing existing chain link fences, gates and foundations, including but not limited to, excavation, backfill and compaction, and no additional allowance will be made therefor.

**Remove 18-inch RCP** shall be paid for at the contract unit price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in removing 18" RCP drainage pipes and other drain pipes located at the tank site as shown on the plans and encountered during construction, including but not limited to required excavation, concrete removal, backfill and compaction, and no additional allowance will be made therefor.

**Remove 12-inch CMP** shall be paid for at the contract unit price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in removing 12" CMP drainage pipes and pipe anchors located between the tank site and creek outfall as shown on the plans, including but not limited to required excavation, concrete removal, backfill and compaction, and no additional allowance will be made therefor.

**Remove Drainage Structures** shall be paid for at the contract unit price per **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in removing drainage inlets and manholes, including but not limited to required excavation, backfill and compaction, and no additional allowance will be made therefor.

**Remove Water Storage Tank** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work involved in cutting, demolishing, removing, hauling, disposing and recycling the existing water storage tank and appurtenances, including development, implementation and maintenance of the Fire Safety and Prevention Plan, as shown on the plans and specified herein, and no additional allowance will be made therefor.

**Destroy Wells/Inclinometers** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all permits, labor, materials, tools and equipment and doing all the work involved in destroying existing monitoring wells and inclinometer (slope indicator) casings, including but not limited to: the over-drilling of the well casing, the removal of the casings, tremie placed cement grout from the bottom of the borehole to 5 feet from the surface, and backfilling the top 5-feet with native material, and no additional allowance will be made therefor. A Work Plan describing the well and inclinometer destruction procedures and a Health and Safety Plan are required for a well destruction permit from the County of Sonoma Department of Health Services which are provided by the City to the contractor.

**Miscellaneous Site Demolition** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work involved in, removing, disposing and recycling all items not specifically enumerated in other payment items, including existing conduits and boxes, bollards, and slope indicators, as shown on the plans and specified herein, and no additional allowance will be made therefor.

**15-3.03 Construction:** All removed concrete shall become the property of the Contractor and shall be immediately off-hauled. None of the removed concrete shall be dumped or stockpiled on the work site. The Contractor shall dispose of all removed concrete at a recycler for this material. Burying of broken concrete within the limits of the project will not be allowed. All concrete which is to be removed from sidewalk, curb, gutter and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on Project Plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

Irrigation facilities may be encountered during concrete removal and replacement. The Contractor shall exercise care in this area and repair any damage done by their operations at no additional cost to the City.

Landscaping and other surfaces or structures shall be restored to original condition at no additional cost to the City.

**15-3.04 Payment:** Payment for saw cutting, removal and disposal of concrete sidewalk, curb and gutter, driveway areas, and existing City monuments shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

Full compensation for repair of existing irrigation facilities damaged during any phase of the work shall be included in the prices paid for various contract items of work and no additional allowance will be made therefor.

**15-8 Tree Root Pruning:** All tree roots two inches and greater which are encountered during excavation must be pruned by hand. The root shall be cut cleanly with a saw to avoid splits. When digging within the drip line of trees, Contractor shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. The Contractor shall notify the Engineer when encountering roots within the drip line of trees which are greater than one inch. If the Engineer elects to get direction from an arborist the Contractor shall redirect crews to other contract work after safeguarding the area.

**15-8.01 Payment:** Full compensation for removing and pruning tree roots, hand digging to avoid root damaging roots, and excavating cautiously with respect to tree roots is considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

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## 16 CLEARING AND GRUBBING

**16-1.01 General:** Clearing, grubbing, and access shall be confined to the limits shown on the plans and shall not exceed the minimum necessary to complete operations.

The Contractor shall not remove any trees, brush, shrubs, or other natural objects outside the limits of construction as shown on the plans, unless directed by the Engineer.

Any trees, brush, shrubs, or other natural objects not ordered removed by the Engineer which have been removed, altered, or damaged shall be replaced in kind by the Contractor before completion of the project.

All unsuitable material shall be disposed of away from the site by the Contractor. The Contractor shall make all necessary arrangements for disposal of material.

**16-1.03 Construction:** The area to be cleared and grubbed shall be the area within the right-of-way and construction limits as shown on the plans, unless otherwise specified in the Special Provisions.

All stumps, large roots and other objectionable material shall be removed to a depth of three feet below finished grade in the area of construction. The resulting spaces shall be backfilled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as specified in Section 19-6 "Embankment Construction" of the Standard Specifications.

**16-1.06 Payment:** **Clearing and Grubbing** shall be paid for at the contract **lump sum** price for clearing and grubbing, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved in clearing and grubbing as specified herein, and no additional allowance will be made therefor.

# 19 EARTHWORK

## **19-1 General**

### **19-1.01 General:**

Contaminated site: Technical Specifications for handling and disposal of contaminated soil and water are included in section 14-11.

### **19-1.01A Summary:**

Excavating for removal of existing pipes, tank foundation and abandonment of existing pipes.

## **19-2 Roadway Excavation**

**19-2.03A General:** Roadway excavation includes excavation of all AC pavement and aggregate base, and all earthwork related to the backfill of excavations and grading of the site as shown on the plans.

The Contractor shall note that there are trees near areas intended for roadway excavation. The Contractor's operation, including the size of the grinding equipment, shall be such, so as to insure that existing trees are not damaged. Where limited clearance under the trees prevents the use of a grinder, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include jack-hammering and removal of existing pavement and base materials by hand, or by use of smaller grinding equipment.

Where tree roots are encountered during roadway excavation, the Contractor shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

**19-2.03B Surplus Material:** Surplus soil from this project is not anticipated.

**19-2.04 Payment:** Roadway Excavation (F) shall be a final pay quantity (F) paid for at the contract price per **cubic yard**, which price shall include full compensation for all work as specified herein and no additional allowance will be made therefor.

Removal of existing bituminous pavement and base materials will be paid for as roadway excavation.

## **19-5 Compaction**

**19-5.03B Relative Compaction (95 percent):** Relative compaction of not less than 85 percent shall be obtained for a minimum depth of 0.5-foot below the grading plane as shown on the plans whether in excavation or embankment.

## 21 EROSION CONTROL

**21-1.02E Fiber:** Fiber mulch material shall be clean, natural wood cellulose fiber, straw, Conwed Silvafiber, or approved equal. Natural wood cellulose fiber shall be processed in such a manner that it will contain no growth or germination-inhibiting factors and shall be dyed green to facilitate metering of materials. It shall be manufactured in such a manner that after each addition and agitation in slurry tanks with fertilizer, seed, water, and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed, will uniformly cover the ground with seed and mulch, and which after application, will allow the absorption of moisture and will allow rainfall to percolate to the underlying soil.

The Contractor shall utilize suppliers who are prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements based on testing. Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. All dry weight is based on the normal weight standards of the Technical Association of the Pulp and Paper Industry for wood cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air dry weight content.

### **21-1.02F Tackifier**

**21-1.02F(1) General:** Binding agent shall be Ecology Controls "M-Binder".

**21-1.02G Seed:** Seed used for any reasons specified in the plans or listed in the specifications shall be labeled and shall be furnished in sealed standard containers with duplicate signed copies of a statement from the vendor, certifying that each container of seed delivered is fully labeled in accordance with the California State Agricultural Code and is equal to or better than the requirements of these specifications. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

All grass seed shall be fresh, "Blue Tag Certified", clean, new crop seed, tested minimum percentage of purity and germination as follows:

All seed varieties shall have an 85 percent minimum germination rate.

Variety	Purity
Bromus Mollis (Blando Brome)	95%
Trifolium Hirtum (Hykon Rose Clover)	95%

The Contractor shall place order for seed from a distributor as soon as possible to avoid any delays in the project due to seed shortages.

**21-1.02H Fertilizer:** Fertilizer shall conform be 16-20-0 and conform to the provisions in Section 20-2.07D(1), "Fertilizer," of the Standard Specifications and shall have the following guaranteed chemical analysis percentages by weight

Nitrogen	18%
Phosphoric Acid	6%
Potash	8%
Sulphur	15%

Fertilizer shall be a commercial grade uniform in composition, dry and free flowing, of analysis as noted on plans, and particle size of not less than 2 percent through a number 48 mesh.



Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged will not be acceptable.

**21-1.020 Rolled Erosion Control Products:** Rolled Erosion Control Products shall be Jute Mesh or Type A Netting. Erosion Control Blankets and Turf Reinforcement Mats are not acceptable. Place and maintain RECP until hydroseeding site.

**21-1.02P Fiber Rolls:** Fiber Rolls shall be Type B.

**21-1.03E Hydroseed:**

1. After preparation of soil has been completed, the areas to be seeded shall be brought to finish grade, with the finish surface being smooth and even, and reasonably well firmed. It shall be the responsibility of the Contractor to make the entire area smooth and even, to insure that finish grades shall be generally 1 inch below the surface of walks, curbs, and paved areas, and in all cases without abrupt changes in gradient.
2. The ground surface shall be inspected by the City prior to seeding to determine suitability for planting. Seeding shall occur one week prior to the first forecasted rain event in order to maintain viability of the grass seed. The Contractor shall obtain City approval before seeding.
3. All seed shall be new crop certified seed labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act. All seed shall be furnished in sealed, standard containers. Seed which has become wet, moldy, or otherwise damaged will not be acceptable.
4. Hydroseed Mixes: The following material shall be applied in the amounts indicated per acre:

Bromus Mollis (Blando Brome)	40lbs/acre
Trifolium Hirtum (Hykon Rose Clover)	20lbs/acre
Fertilizer (16-20-0)	500lbs/acre
Mulch (Straw)	4000lbs/acre
Hydraulic Stabilizing (M-Binder)	75-100lbs/acre
5. Equipment and Application: Hydraulic equipment used for the application of slurry shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogenously mix the above slurry. Distribution lines shall be large enough to prevent stoppage and to provide even distribution of the slurry over the ground. The pump shall be capable of exerting at least 150 psi at the nozzle or sufficient additional pressure for proper coverage. The slurry tank shall have a minimum capacity of 1,500 gallons and shall be mounted on a traveling unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded so as to provide uniform distribution without waste and shall be thoroughly clean and free of seed species that are not specified.

With the engine at half throttle, water shall be added to the tank. When the water level has reached the height of the agitator shaft, good recirculation shall be established and at this time the seed shall be added. Fertilizer shall then be added to the mixture followed by wood pulp mulch. The straw mulch shall only be added to the mixture after the seed and when the tank is at least one third filled with water. The engine throttle shall be opened to full speed when the tank is half filled with water. All the straw mulch shall be added by the time the tank is two-thirds to three-fourths full. Spraying shall commence when the tank is full.

6. Application: The operator shall spray the surfaces with a uniform, visible coat by using the green color of the straw as a guide. The slurry shall be applied in a sweeping motion, in an arched stream so as to fall like rain allowing the strawfibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.

7. Time Limit: All slurry mixture which has not been applied to the surfaces within four hours after mixing will be rejected and removed from the project at the Contractor's expense.
8. Watering shall be as follows:
  - (a) Prior to hydroseeding, the area shall be irrigated in order to provide a moist seed bed for the hydroseed application.
  - (b) Hydroseed areas shall receive several consecutive waterings the day of the hydroseeding to thoroughly saturate the soil.
  - (c) After initial irrigation, water shall be applied as often and in sufficient amounts as conditions may require to keep the soil wet above, around, and below the root systems of the plants (until germination is complete).

**21-1.04 Payment:** Erosion Control shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in installing permanent erosion control measures, including but not limited to fiber rolls, rolled erosion control products, and hydroseeding as shown on the plans and specified herein, and no additional allowance will be made therefor.

## 26 AGGREGATE BASE

**26-1.01 Aggregate Base:** Aggregate base shall be Class 2 conforming to and placed in accordance with the requirements of Section 26 of the City Specifications, with the following modifications and additional requirements.

Rolling shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles.

**26-1.02B Quality Requirements:** The minimum sand equivalent shall be 31 for any individual test.

**26-1.03D Compacting:** The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

**26-1.04 Payment:** Payment for Class 2 Aggregate Base shall be considered as included in the various items of work, and no additional compensation will be made therefor.

## 39 HOT MIX ASPHALT

### **39-1.01 General:**

**39-1.01A Summary:** Section 39 includes specific specifications for producing and placing Hot Mix Asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

**39-1.01B Definitions:** For these specifications, HMA and asphalt concrete shall be the same.

At the Contractor's option, and at no additional expense to the City, a Cal-trans approved Warm Mix Asphalt (WMA) technology may be added to the HMA. However, the asphalt concrete shall be manufactured at HMA temperatures (300F +/- 25F) at a dosage rate approved by the Engineer. All other HMA project specifications shall be adhered to.

Use Section 39-3 Method construction process of these specifications for HMA production and construction.

**39-1.01C Description:** Asphalt concrete shall be placed in separate lifts as shown on the Project Plans.

All existing asphalt concrete that is adhered to the top of gutters shall be removed prior to placement of new asphalt concrete surface in a manner satisfactory to the Engineer and that does not damage the gutter.

The existing R9 Access Road is less than 10 feet wide in some areas. Contractor is hereby advised of the narrow width of the R9 Access Road, which may present limitations on the type and capacity of equipment and means and methods used to repair damaged HMA pavement.

Asphalt concrete base shall be placed on the same day the area is excavated so that all areas will either have existing asphalt surface or new asphalt concrete base by the end of each working day. No subgrade areas shall be exposed or open to traffic during non-working hours.

Asphalt concrete base paving shall be accomplished by use of a paving machine. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and shall not produce rutting or pumping of the existing roadway surface or newly placed asphalt concrete base at any time.

Construction vehicles/equipment shall not be allowed on the newly placed asphalt concrete base until the day after it is placed. Super Dumps or other trucks with liftable trailing load bearing axles shall not be allowed on the newly placed asphalt concrete base at any time. All trucks or other construction equipment to be driven on the newly placed asphalt concrete base shall not exceed the surface load bearing capacity and shall not produce rutting or pumping at any time.

All longitudinal surface paving joints shall fall on a lane line. Longitudinal Subsurface paving joints shall be offset by at least 6 inches.

No longitudinal vertical drop offs will be allowed between the lanes when the roadway is opened to traffic. Where a longitudinal vertical drop off occurs along the roadway crown between the existing street surface and the new asphalt concrete base, the Contractor shall grind a 10:1 taper

in the existing surface to make a temporary conform to accommodate traffic. The temporary taper shall be ground after the asphalt concrete base paving has been completed each day.

Where a vertical drop off will occur between the top of the new asphalt concrete base and a valley gutter, driveway, or side street conform, the Contractor shall install a temporary 10:1 asphalt taper.

Where a vertical drop off would occur between the asphalt concrete base and a pedestrian ramp, the Contractor shall install a temporary 12:1 asphalt taper.

All ground edges adjacent to curb ramps and driveways shall have temporary asphalt concrete ramps (tapers) installed if the asphalt concrete surfacing cannot be placed back the same day the existing pavement is removed. Kraft paper or other bond breaker shall be placed under the conform ramps to facilitate removal when paving operations start.

Kraft paper or other bond inhibitor shall be placed under the temporary asphalt taper to facilitate removal when paving operations resume.

Temporary asphalt tapers and associated bond breaker material shall be removed prior to placement of the asphalt concrete surface lift. Where the bond breaker material adheres to the asphalt concrete base course it shall be fully removed with a method, approved by the Engineer that will in no way degrade the quality of the final product.

The Engineer shall provide reference points and cut sheets for the placing of asphalt concrete base and asphalt concrete surface.

The Contractor shall furnish an excavation and paving plan which shall include the following:

1. Requested location for survey staking of reference points
2. Asphalt plant supplying mix including aggregate source
3. Disposal site for spoils
4. Type of trucks and equipment to be used
5. Haul routes through adjacent residential streets
6. Staging locations
7. Sequencing
8. Taper grind locations

The Contractor shall set a string line based on the reference points to control the grade of the paving machine along the crown line. A rotary laser level may be used in lieu of a string line provided the level can be accurately set to the design centerline slope, and the detector is directly mounted to the paving machine screed to control the grade of the paving along the crown line. The Contractor shall also furnish a grade setter to insure that the asphalt concrete base and asphalt concrete surface paving conforms to the lines and grades established by the Engineer.

A tack coat of SS-1h or SS-1 emulsified asphalt shall be applied to all asphalt concrete and concrete surfaces and allowed to break immediately in advance of placing all lifts of asphalt concrete. Unless otherwise shown on the Plans, tack coat shall also be applied to all vertical mating surfaces and conforms to existing pavement, curbs, gutters, and construction joints, and allowed to break immediately in advance of placing all lifts of asphalt concrete. The tack coat shall be reapplied 1) where it becomes contaminated, and 2) where it is significantly tracked (removed) from the surface.

The asphalt concrete base and asphalt concrete surface courses shall be allowed to cool to 160° F at mid depth before the roadway is opened to traffic each day.

At the end of each working day the Contractor shall place retro reflectorized signs and delineators, as required for night time use in accordance with the Standard Specifications and Section 12 of these Special Provisions to warn the public of the existing conditions.

At the end of each work day during paving operations the location of all valves, manholes, monuments and any other facility overlaid with asphalt concrete and required to be raised to grade shall be marked in white paint.

Edge Grind shall be in accordance with City STD-209, the modified detail on the Plans or as specified herein. Longitudinal edge grinds shall be 6' in width.

**39-1.02 Materials:**

**39-1.02B Tack Coat:** Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Tack coat shall be diluted SS1 or SS1h.

**39-1.02C Asphalt Binder:** Asphalt binder in HMA must comply with the specifications for asphalts.

Asphalt binder to be mixed with aggregate for asphalt concrete surface, leveling and base shall be PG64-16 grade paving asphalt.

The amount of asphalt binder to be mixed with the aggregate shall be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5 to 1.0% by weight of asphalt binder. The LAS shall be AD-here LOF 65-00 or equivalent, and shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacture's recommended practice. The LAS can be added at the asphalt plant or at the refinery. When added at the asphalt plant, the equipment shall indicate and record the amount of LAS added. If added at the refinery, the shipping ticket from the refinery shall certify the type and amount of LAS added.

**39-1.02E Aggregate:** The aggregate grading of the various types of asphalt concrete shall conform to one of the following as directed by the Engineer:

- Surface or Leveling Course.....3/4-inch HMA Type A, or 1/2-inch Coarse HMA Type A, or 1/2-inch Medium HMA Type A
- Base Course.....3/4-inch HMA Type A

Aggregates should be of high abrasion resistance and durability. Excessively soft and friable aggregates are not allowed.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A  
3/4-inch HMA Type A**

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	95–100	TV ± 5
3/8"	65–80	TV ± 5
No. 4	49–54	TV ± 5
No. 8	36–40	TV ± 5
No. 30	18–21	TV ± 5
No. 200	2.0–8.0	--

**1/2-inch Coarse HMA Type A**

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	94–100	--
3/8"	70–90	--
No. 4	55–61	TV ± 5
No. 8	40–45	TV ± 5
No. 30	20–25	TV ± 5
No. 200	2.0–8.0	--

**1/2-inch Medium HMA Type A**

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	--
1/2"	95-100	--
3/8"	80-95	--
No. 4	59-66	TV ± 5
No. 8	43-49	TV ± 5
No. 30	22-27	TV ± 5
No. 200	2.0–8.0	--

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	HMA Type A
Percent of crushed particles Coarse aggregate (% min.) One fractured face	California Test 205	90
Two fractured faces		75
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face		70
Los Angeles Rattler (% max.) Loss at 100 rev.	California Test 211	10
Loss at 500 rev.		45
Sand Equivalent (min.) <sup>a</sup>	California Test 217	50 <sup>b</sup>
Fine aggregate angularity (% min.)	California Test 234	45
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10

<sup>a</sup> Reported value must be the average of 3 tests from a single sample.

<sup>b</sup> Minimum Sand Equivalent of 45 for asphalt concrete base.

**39-1.02F Reclaimed Asphalt Pavement:** Reclaimed Asphalt Pavement (RAP) may be used at the Contractor's option. If RAP is used, the Contractor shall provide the proposed mix design and the quality control for all HMA that includes RAP, in accordance with the following requirements:

1. Contractor shall provide City with a mix design per California Test 384 for the proposed RAP HMA.
2. As part of City's evaluation of RAP HMA, Contractor and City shall perform bitumen ratio tests on at least six split samples of Contractor's RAP to establish correlation between respective binder ignition ovens.
3. RAP shall be processed from reclaimed Asphalt Concrete pavement only.
4. RAP pile(s) shall be separate from the stacker pile, not intermingled with other materials, and stored on smooth surfaces free from debris and organic material.
5. The project RAP pile shall be processed and mixed, identified, and of adequate quantity for the proposed project. "Live" piles shall not be permitted.
6. Contractor shall sample the RAP pile and determine the bitumen ratio (using same binder ignition oven used in #2 above) and provide the test results to the City at least one week prior to producing RAP HMA.
7. A minimum of three samples shall be tested for bitumen ratio for RAP pile of 1500 tons, or portion thereof.
8. RAP pile shall be mixed such that individual bitumen ratio test results of RAP pile so not vary more than +/- 0.5%.
9. During RAP HMA production, RAP shall be sampled by the Contractor off of the belt (into the batch plant), per method established by the City, and samples provided to the City.
10. Bitumen ratio of RAP sampled off of the belt shall be 4.0% minimum, as determined by City binder ignition oven. City shall select binder content for RAP HMA mix per Specifications.
11. RAP content shall be no more than 20% by dry aggregate mass in the HMA. If proposing a change in the RAP content, the Contractor shall notify the Engineer. If the content changes more than 5%, the Contractor shall submit a new mix design.
12. Moisture content of RAP pile shall be 4.0% maximum and shall be tested the day prior to the day of paving and tested/monitored during each day of HMA production.
13. RAP pile(s) shall be protected from exposure to moisture.
14. RAP HMA shall comply with all the specifications for HMA.
15. If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weigh hopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than five seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.
16. If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.
17. If any of the above criteria are not satisfied, or if the RAP HMA test result determined by the City are inconsistent, RAP HMA production shall stop for City projects until the issue(s) are corrected.

### **39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS:**

#### **39-1.08 Production:**

**39-1.08A General:** During production, with approval of the Engineer, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

#### **39-1.12 Smoothness:**



**39-1.12A General:** Determine HMA smoothness with a straightedge. The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

**39-3.02 Acceptance Criteria:**

**39-3.02A Testing:** The acceptance testing requirement for Sand Equivalent shall be 50 (minimum) for asphalt concrete surface and 45 (minimum) for asphalt concrete base. HMA shall meet the following requirements.

Aggregate Micro-Deval (ASTM D6928-10) <sup>1</sup>	Tensile Strength Ratio, TSR (ASTM D7870) <sup>2</sup>
≤16.0%	Not Required
16.1-18.0%	70 (minimum)
18.1-21.0%	80 (minimum)

<sup>1</sup> Asphalt concrete with an aggregate Micro-Deval loss greater than 21.0% shall be removed and replaced at the Contractor's expense. In addition, no single source of asphalt concrete aggregate shall have a Micro-Deval loss greater than 21.0%.

<sup>2</sup> TSR testing shall be performed on re-compacted asphalt concrete (per ASTM D7870), obtained from field cores, and tested within 30 days of asphalt concrete placement. Specimens tested shall include 1 unconditioned sample, and 2 conditioned samples as follows:

- a) 20.0 hour Adhesion cycle @ 60°C
- b) 3500 cycles @ 40 psi and 60°C

A single TSR test shall not represent more than 750 tons of asphalt concrete. Asphalt concrete not meeting the above requirements shall be removed and replaced at the Contractor's expense.

**39-3.04 Transporting, Spreading, and Compacting:** Test sections shall be approved on the basis of the attainment of 93% relative compaction and a satisfactory surface condition following final rolling. The number of coverages required shall be the minimum number required to obtain 93% relative compaction. Relative density shall be the ratio of in-place density (ASTM Test Method D2950) to test maximum density (California Test 309, Method of Test for Determining Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt) determined during production paving.

The HMA may be cored during paving of the test sections, and the in-place density for each test section shall be the average of three core densities determined per California Test 308.

**39-6 Payment:** Asphalt Concrete Surface shall be considered as included in the prices paid for the various items of work, and no additional allowance will be made therefor.

Full compensation for installing and removing temporary asphalt tapers shall be included in the contract price for asphalt concrete surface and no additional allowance will be made therefor.

Full compensation for removing existing asphalt concrete from top of gutters shall be included in the contract price for asphalt concrete surface and no additional allowance will be made therefor.

Full compensation for furnishing weigh master's certificates shall be considered as included in the contract price paid per ton for asphalt concrete and asphalt concrete base and no additional allowance will be made therefore.

## 121 NOTIFICATION

**121-1.01:** The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

The Contractor shall notify the City Building Inspector licensed in the State of California and the Permit and Resources Management Department (PRMD), 2550 Ventura Ave, Santa Rosa, CA 95403 prior to any work performed on wells as shown on the plans.

The Contractor shall notify the Bay Area Air Quality Management District (BAAQMD) of NESHAP Renovation/Demolition at least 10 business days prior to the commencement of any work. The Contractor shall obtain an Approval Letter for Asbestos for Demolition/Renovation, "Job Number" (J#) as proof of notification.

The Contractor shall notify the Cal/OSHA District Enforcement Office at least 24 hours prior to the start of impaction/removal of structural members (demolition work).

**121-3.01 Payment:** Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## **125 SPECIAL CONDITIONS For Demolition and Site Clearance**

**125-1.01 Project or Demolition Area:** The area of the project is A.P. Number 049-170-017, The City's R9C Water Storage Tank and associated facilities is located at 4788 Bennett Valley Road.

**125-1.02 Release of Facilities:** It is anticipated that the tank, pavement, and associated appurtenances as shown on the Plans to be demolished will be released by a single Notice to Proceed to the Contractor.

A.P. Number: 049-170-017

Upon receipt of Notice to Proceed, the Contractor shall have control of the progress and sequence of the demolition of the tank and associated appurtenances as released and removal and Clearance of Site, subject to all contract stipulations and covenants.

**125-1.03 Responsibility of Contractor:** Except as otherwise specifically stated in the contract documents and technical specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses incurred, and all other services and facilities of every nature whatsoever necessary for his performance of the contract within the specified time.

**125-1.04 Work by Others:**

The following work will be done by others at no expense to the Contractor:

1. Disconnect existing sewer services
2. Disconnect existing water services
3. Disconnect existing gas services
4. Disconnect existing Cable TV facilities
5. Rodent extermination
6. Disconnect existing electrical services
7. Disconnect existing telephone services

Contractor shall coordinate work performed by others.

**125-1.05 Building Permit:** The Contractor is advised that he will be required to obtain a Building Permit from the City of Santa Rosa Building Department, City Hall, Room 3. A PRMD Well Destruction Permit (see 125-1.10 Wells, and Inclinator Casing) and BAAQMD J# (see 125-1.17 Asbestos) must be obtained prior to issuance of City Building Permit and before the commencement of any work. Cost of the permits shall be considered as included in the various items of work.

**125-1.06 Scope of Work:** The provisions for demolition and removal work included in these specifications shall apply to all work performed under this contract and shall include the demolition and removal of all the structures shown on the attached drawing and all other structures such as monitoring wells and inclinometer casing, existing rubbish and debris from the site as detailed in these specifications.

Access to all of the sites of the work is available from adjacent public streets.

**125-1.07 Utilities:** All utilities within and across the project area and all utilities serving structures or facilities not under this contract but adjacent to the sites of the work shall be preserved and kept in operating condition during the progress of this contract. In addition, these utilities shall be

left operable after completion of demolition and cleanup. Any damage to any utility due to the operation of the Contractor shall be repaired or replaced to the requirements of the City of Santa Rosa.

All sewer and water connections to the sites to be demolished and cleared will be disconnected and removed by the City of Santa Rosa at no expense to the Contractor.

The Contractor shall notify Pacific Gas and Electric Company at 3965 Occidental Road, Santa Rosa, California (Post Office Box 640, Santa Rosa, California, 95402); Pacific Telephone Company at 3442 Mendocino Avenue, Santa Rosa, California; and Comcast Cable at 3242 Airway Drive, Santa Rosa, California (Post Office Box 11668, Santa Rosa, California, 95406) for removal of the utilities under the jurisdiction of these agencies prior to beginning demolition work.

**125-1.08 Demolition and Removal:** The process of demolition, clearance, and removal by the Contractor shall be performed and supervised by him using employees experienced in this kind of work. The Contractor shall use care and proper precautions to insure the safety of workmen, inspectors, and the public, and to insure no unreasonable disturbances to surrounding business establishments.

All existing surface paving, foundations, steps, concrete slabs, steel tank and associated piping, and other similar types of construction shall be completely removed.

As part of the steel tank foundation and for anticorrosion of the steel tank, the foundation contains oil sands. These sands have been sampled and reported to contain petroleum hydrocarbons in the motor oil range. Attached to these specifications is a Technical Memorandum dated 2017 prepared by GHD, Inc. that includes the testing documentation and analytical results of the oil sands. This document and contents of the analytical data may be used in the preparation of a handling and disposal plan by the Contractor. It is the contractors responsibility to legally and appropriately remove, test and dispose of the oil sands at a licensed facility approved by the City or their representative.

In addition, the sites shall be graded sufficiently to assure proper drainage and the elimination of ponded areas. If required, the Contractor shall import fill material to insure drainage of the finished lots to the curb. Fill material shall be placed in lifts not exceeding eight inches and compacted to a relative compaction of not less than 90 percent (Test Method No. Calif. 216 and 231).

**125-1.9 Treatment of Basement Areas:** The Contractor shall demolish and remove from the site as required by these specifications all paving, walls, columns, and column pedestals. All exterior concrete and parking areas shall be removed and these areas shall then be backfilled and compacted to a relative compaction of not less than 90 percent (Test Method No. Calif. 216 and 231). Grading for drainage shall be as specified in Section 125-1.10.

**125-1.10 Wells and Inclinometer Casing:** The Contractor shall destroy and remove from the site as required by these specifications all seven (7) monitoring wells and one (1) geotechnical inclinometer casing in accordance with local and State guidelines and applicable laws. Destruction of monitoring wells and inclinometer casing will require the over-drilling of the well casing, the removal of the well casing, tremie placed cement grout from the bottom of the borehole to 5 feet from the surface, and backfilling the top 5-feet with native material. The Contractor shall Hire a licensed drilling company in possession of a current C-57 license and obtain a well destruction permit from the Permit and Resources Management Department (PRMD), 2550 Ventura Ave, Santa Rosa, CA 95403 for the destruction of the seven (7) site monitoring wells ranging in depth from 19 to 80 feet below ground surface (bgs) to and one (1) inclinometer casing at a depth of 100 feet bgs. A work plan and health and safety plan will be required to obtain a well

destruction permit. The City will provide to the contractor the GHD, Inc. prepared document: “R9C – Work Plan for Well Destructions dated December 14, 2017” detailing the monitoring well diameter and depths. The Work Plan is required to include a Health and Safety Plan for the well destructions for obtaining a well destruction permit. The contractor must abide by the permit conditions and provide all documentation required by the permitting agency. Modification to the prescribed method in the attached Work Plan for the destruction of monitoring wells, inclinometer casing and the handling of generated waste materials requires prior written approval of the City of Santa Rosa.

Any method of modification or deviation from the attached Work Plan for the destruction of the monitoring wells and inclinometer casing shall require written approval from the Engineer.

**125-1.11 Dust Nuisance:** The Contractor shall at all times during his operations control movement of dust. Water shall be available and used to lay dust wherever necessary and at the Contractor's expense.

**125-1.12 Burning:** The site of the work is within an air pollution control district. No burning of any kind will, therefore, be permitted.

**125-1.13 Blasting:** No use of explosives will be permitted in the process of demolition.

**125-1.14 Prevention of Accidents:** The prevention of accidents shall be a prime consideration under the operations of this contract. The Contractor is instructed to take due care to comply with all provisions of these specifications as to accident prevention.

**125-1.15 Protection of Existing Buildings Adjacent to the Site:** Those structures adjacent to a building or a group of buildings which will be demolished must be carefully inspected by the Contractor to assure him that they will in no way be damaged by the removal of the buildings proposed to be demolished. Roofing or walls of adjacent buildings shall be left in such a condition that there shall be no leakage attributable to the work of demolition of buildings under this contract.

**125-1.16 Street Repair:** All streets adjacent to the job site which are damaged as a result of the Contractor's operation, including curbs and gutters, shall be repaired in accordance with the Standard Specifications of the City of Santa Rosa.

**125-1.17 Asbestos:** The Contractor shall take all necessary measures to protect the public from any asbestos found at the demolition site. All asbestos materials shall be removed and disposed of by the Contractor in accordance with all local, state, and federal agencies rules, regulations, laws, or ordinances, in existence at the time of the work. The Contractor shall notify the BAAQMD of NESHAP Renovation/Demolition at least 10 business days prior to the commencement of any work and obtain an Approval Letter for Asbestos for Demolition/Renovation, “Job Number” (J#) as proof of notification.

**125-1.18 Payment: Demolition and Site Clearance** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in demolition and site clearance as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

## 132 WATER DISTRIBUTION SYSTEM

**132-1 General:** All water mains and related appurtenances shall conform to Section 132 of the City Specifications and Standards, with the following modifications and additional requirements:

Recorded information shall be provided on a full set of Project Plans.

**132-1.11 Excavation, Backfill, and Resurfacing:** Excavation, backfill and resurfacing shall conform to all applicable City Specifications and Standards, and any modifications herein and/or on the Project Plans.

All excavations shall be able to accommodate any typical compaction and testing equipment and personnel used to backfill the trench. If, in the opinion of the Engineer, typical methods cannot be used, the Engineer may require the use of a pneumatic Pogo Stick/Powder Puff type compactor at no additional cost to the City.

Control Density fill (CDF) shall be placed at the locations shown on the plans and where cover is less than 3 feet unless otherwise specified herein, on the plans, or approved by the Director of Santa Rosa Water. CDF shall conform to City Standard 215, and a material submittal is required for approval. All excavations in a traveled way with CDF backfill shall be plated or otherwise safely covered to allow for safe passage during curing.

The Contractor shall incur all costs associated with repairs needed, in the opinion of and to the satisfaction of the Engineer, by and such damage due to their operations.

**132-1.11A Trench Bracing and Shoring – Water:** All bracing and shoring shall conform to Section 7-1.02K(6) of the Standard Specifications, the Division of Industrial Safety Construction Safety Orders which are currently in use, and any additional requirements specified by the Engineer.

Trench sheeting or boxes shall be withdrawn in such a manner as to prevent caving at the walls of excavations or damage to piping or other structures. Sheeting shall be completely removed from the trench and no backfill shall be installed against the sheeting before it is removed. Trenching operations shall be conducted in such a manner that will not disturb existing utilities.

The Contractor shall take all necessary measures to protect workers, adjacent areas, and structures, and all other facilities from the hazards of the trenching operations.

**132-1.15A Water Services:** If the Contractor damages any new or existing water service during construction, they shall replace the service at their own expense from the corporation stop at the main to the water meter without splicing.

**132-1.17 Abandon or Removal of Water Distribution System Components:** Water mains shall be abandoned in accordance with the City Water Distribution System Construction Standard Specifications and City Standard 507. Water main shall be abandoned, filled with lightweight cellular concrete slurry and left in place. If the end of pipe to be abandoned is connected in any way to an active main, the abandonment shall consist of a water tight cap or plug with proper thrust blocking unless otherwise approved by the Engineer.

Existing water system components shall be removed where shown on the Project Plans, or to facilitate the progress of work. The Contractor must first receive written approval from the Director of Santa Rosa Water prior to removing any component, fully or in part, that is active during construction.

Tees or crosses shown to be removed on water mains that will remain in service, shall have the tee or cross, any related valves and thrust blocking removed, and the main shall be repaired with ductile iron pipe and approved couplers.

Barrels of existing fire hydrants to be removed shall be carefully separated from risers and buried by the Contractor, and the bury, if left in the ground, shall be capped or plugged in an acceptable manner. The hydrant only shall be delivered to the City's Water Department Field Operations site located at 35 Stony Point Road, unless the Contractor has obtained specific written approval by the Water Department to otherwise dispose of the materials.. All hydrant appurtenances shall be removed to a minimum of 1 foot below grade.

Remove all valve boxes and risers on abandoned mains and backfill and resurface per Standard 507. If any portion of a gate valve that is to be abandoned is in the structural section of the street, the valve must be fully removed and the pipe ends abandoned. Any valves not in the structural section of the street may be abandoned in place in the fully closed position.

Meter boxes shall be removed and the area backfilled and resurfaced to match the surrounding surface. All system components to be abandoned shall be fully removed to a minimum of 1' below grade, unless otherwise directed or approved by the Engineer. All voids shall be backfilled per City Standards and surfaced in an acceptable manner to match the surrounding area.

**132-1.22 Construction Water:** Construction water for the work under this contract will not be furnished by the City.

At no time shall water trucks or any other unapproved vessel be used in the application of loading newly laid water mains unless first approved of by the Engineer.

**132-3.01 Payment:** **Remove and Salvage Existing Fire Hydrant** shall be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and doing all work involved in removing and salvaging existing fire hydrant, including but not limited to: excavation and disposal of excavated material; dewatering and disposal of trench groundwater; contamination awareness; removal and salvage of existing fire hydrant; removal and separating existing hydrant barrels from risers and buries; removal and disposal of riser, break-off check valve, bury and associated appurtenances; transporting existing fire hydrant barrels to the City Municipal Services Center; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; removal and replacement of curb, gutter, and sidewalk *as needed*; temporary trench paving; as specified herein, and no additional allowance will be made therefor.

**Abandon or Remove Water System Components** shall be paid for at the contract **lump sum** price, including furnishing all labor, materials, tools and equipment, incidentals, and doing all work involved in abandoning and/or removal of water system components, including but not limited to: potholing other than as specified in Section 15 to facilitate the progress of work; excavation and disposal of excavated materials; dewatering and disposal of trench groundwater; contamination awareness; abandonment and/or removal and disposal of old sections of main and fittings, including abandonment of old sections of main using lightweight cellular concrete slurry; abandonment of pipe ends 2-inch and larger; removal and/or abandonment of valves; removal of old tees and installing like size ductile iron pipe with couplers when water main is to remain active; removal of valve boxes and risers; removal of thrust blocks; removal and disposal of abandoned blow offs and appurtenances; abandoning unused or replaced water services on existing main; removing and disposing of meter boxes and lids, valves, saddles, curb stops and installing a full circle clamp; installing blind flanges *if required*; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; temporary trench paving; removal and replacement of sidewalk and driveways *as needed*; restoration/reconstruction of

landscaping/irrigation and fencing *as needed*; as specified herein, and no additional allowance will be made therefor.

**Trench Bracing and Shoring-Water** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and any other work involved in trench bracing and shoring, as specified herein, and no additional allowance will be made therefor.



## **A - FEES AND PERMITS**

The Contractor shall obtain all necessary and required permits for the project. The cost of all permits issued by the City Building Department, County of Sonoma PRMD, and Bay Area Air Quality Management District will be the responsibility of the Contractor and shall be considered as included in the various items of work. All other required permits shall be obtained at the Contractor's expense.

A City one-time discharge permit (SR-1X09172) for non-contaminated water has been authorized for the project and is included on the following page.

A City of Santa Rosa Building Permit is required for the project.

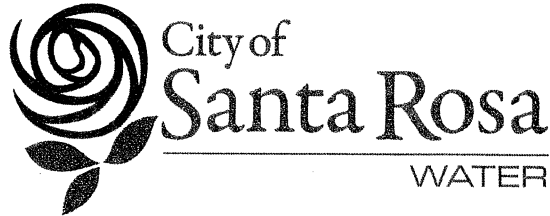
A County of Sonoma PRMD Well Destruction Permit is required for the project.

A Bay Area Air Quality Management District Approval Letter for Asbestos for Demolition/Renovation, "Job Number" (J#) is required for the project.

A County of Sonoma Construction Encroachment Permit is required for the project.

All electrical service requirements are the responsibility of the Contractor.

Placeholder for One-Time Discharge Permit



**ONE-TIME DISCHARGE PERMIT  
SR-1X09172**

**Issued To:**

**Mark Kasraie  
City of Santa Rosa Public Works  
69 Stony Circle  
Santa Rosa, CA 95401**

**Located At:**

**4788 Bennett Valley Road  
Santa Rosa, CA 95404**

**EFFECTIVE DATE: 05/06/2019**

**EXPIRATION DATE: Notice of Completion Date**

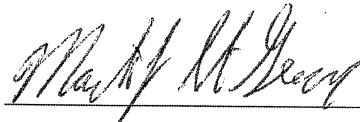
**CIP Project Name: CIP- R9C Decommission and Demolition**

The contractor to be awarded the City of Santa Rosa Capital Improvement Project (CIP) project referenced above is authorized to discharge any generated non-contaminated groundwater and/or trench water to the City of Santa Rosa's sewer collection system. This discharge will be in accordance with the City of Santa Rosa's Most Current Sewer Code and/or Ordinance, any applicable provisions of federal or state law or regulation, and in accordance with discharge point(s), effluent limitations, monitoring requirements, and other conditions set forth herein.

**PERMITTEE SHALL COMPLY WITH ALL ITEMS BELOW:**

1. Sediment must be removed prior to any discharge to the sanitary sewer, and the discharge shall not exceed 25,000 gallons per day.
2. The permittee shall be responsible for all liability imposed by law for personal injury or property damage caused by work done by permittee under this permit, including work beyond the scope of this permit. If any claim of such liability is made against the City, its officers or employees, permittee shall defend, indemnify and hold them, and each of them, harmless from such claim and liability insofar as permitted by law.
3. The discharge rate to the sanitary sewer shall be at a discharge rate that will not result in any spillage or surcharging of the sewer system.

Environmental Compliance Supervisor:



Date:

5/7/2019

BID FORMS

**CITY OF SANTA ROSA**

**STATE OF CALIFORNIA**

R9C TANK DECOMMISSION AND DEMOLITION

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:

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

Contract #: **C00491**

Project Title: **R9C TANK DECOMMISSION AND DEMOLITION**

Line #	Description	Units	Quantity	Unit Price	Total Price
1	TRAFFIC CONTROL	LS	1	\$ _____	\$ _____
2	WATER POLLUTION CONTROL	LS	1	\$ _____	\$ _____
3	OIL SAND REMOVAL AND DISPOSAL	CY	105	\$ _____	\$ _____
4	REMOVE CHAIN LINK FENCES AND GATES	LF	825	\$ _____	\$ _____
5	REMOVE 18-INCH RCP	LF	78	\$ _____	\$ _____
6	REMOVE 12-INCH CMP	LF	475	\$ _____	\$ _____
7	REMOVE DRAINAGE STRUCTURES	EA	2	\$ _____	\$ _____
8	REMOVE WATER STORAGE TANK	LS	1	\$ _____	\$ _____
9	DESTROY WELLS/INCLINOMETERS	LS	1	\$ _____	\$ _____
10	MISCELLANEOUS SITE DEMOLITION	LS	1	\$ _____	\$ _____
11	CLEARING AND GRUBBING	LS	1	\$ _____	\$ _____
12	ROADWAY EXCAVATION (F)	CY	500	\$ _____	\$ _____
13	EROSION CONTROL	LS	1	\$ _____	\$ _____
14	DEMOLITION AND SITE CLEARANCE	LS	1	\$ _____	\$ _____
15	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	EA	1	\$ _____	\$ _____
16	ABANDON OR REMOVE WATER SYSTEM COMPONENTS	LS	1	\$ _____	\$ _____
17	TRENCH BRACING AND SHORING-WATER	LS	1	\$ _____	\$ _____

Total: \$ \_\_\_\_\_

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.

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

# LIST OF PREVIOUS SIMILAR JOBS

**NAME OF BIDDER:** \_\_\_\_\_

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NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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 is 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. C00491  
R9C TANK DECOMMISSION AND DEMOLITION**

This Contract is made and entered into as of date to be added upon award 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 Construction Specifications for Public Improvements (City 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 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 10 sheets entitled, R9C Tank Decommission and Demolition, File Number 2018-0006, 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 "TOTAL" 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:**

City of Santa Rosa,  
a Municipal corporation

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

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

ATTEST:

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

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

Approved as to form:

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

Office of City Attorney

**Contractor:**

Name of Contractor,  
Type of entity

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

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

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

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

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

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