DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BID DOCUMENTS

FOR

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

CITY COUNCIL

Osby Davis, Mayor
Hermie R. Sunga
Bob Sampayan
Robert H. McConnell

Stephanie Gomes, Vice Mayor
Marti Brown
Jesus Malgapo

David A. Kleinschmidt
Public Works Director
City Hall
Vallejo, CA 94590
(707) 648-4315

Bid Opening: 2:00 p.m.
April 18, 2013
at City Council’s Chamber
on the 2nd Floor, City Hall

Pre-Bid Conference: 2:00 p.m.
April 11, 2013
Public Works Conference Room
on the 4th Floor, City Hall

Prepared under the direction of:
Jill A. Mercurio, City Engineer
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CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT SEALED BIDS will be received at the office of the City Clerk, third floor, City Hall, Vallejo, California, during the business hours of 8:30 AM through 5:00 PM, Monday through Friday, holidays excepted, until the hour of 2:00 p.m. on April 18, 2013, at which time they will be publicly opened and read aloud in the City Council's Chamber of said City Hall for

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE 'B' – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.),
City of Vallejo, County of Solano, California.

The work to be done includes: providing traffic control, cold milling removal of asphalt concrete, over-excavation, aggregate base rock installation, hot-mix asphalt paving, spreading and compacting hot-mix asphalt, adjusting existing utility frames and covers to new grade, installing traffic signal detector loops, hand holes, and conduit, installing temporary and permanent pavement striping and markings, and removing and replacing Portland cement concrete handicap curb ramps and sidewalk. The bidder shall include in his bid and provide all labor, tools and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein.

Bids are required for the entire work described herein. A non-mandatory pre-bid conference will be held April 11, 2013 at 2:00 p.m., in the Public Works Conference Room on the 4th Floor, City Hall, Vallejo, California.

Time of completion of the work is 45 working days from the date of issuance of the Notice to Proceed work by the City.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Clerk, City of Vallejo, City Hall, 555 Santa Clara Street, Vallejo, California CA. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.
The Contractor shall post a copy of the general prevailing rates per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein. The Contractor shall also keep an accurate certified payroll record in accordance with requirements set forth in Section 1776 of the Labor Code of the State of California and these Contract Documents.

Bidders are advised that this project is subject to all federal, state and local nondiscrimination laws including Vallejo Municipal Code sections 2.72.030 and 2.72.040.

The Plans, Specifications, Contract Documents and proposal forms may be obtained at the office of the Utilities/Public Works Director, City Hall, 4th Floor, 555 Santa Clara Street, Vallejo, California, with a charge of seventy-five dollars ($75) which is not refundable.

No bid will be received unless it is made on the proposal forms included in these Contract Documents. Each bid must be accompanied by cash, a cashier's check, certified check or bidder's bond made payable to the City of Vallejo in the amount of ten percent (10%) of the total bid amount. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California and on the form provided by the City of Vallejo.

The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has awarded a contract to the successful bidder. All other bidder's bonds shall be returned to the bidder.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The City of Vallejo reserves the right to reject any or all bids or portions thereof, to accept a bid or portion thereof or to waive any minor irregularity.

Bidders and Contractor shall be licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000 et seq., known as the Contractors License Law. The license classification required for this project is A.

DAWN G. ABRAHAMSON
City Clerk

Dated: ________________
CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

INSTRUCTIONS TO BIDDERS

1) All portions of the proposal form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the proposal form, bidder must provide the completed:

(a) Contractor Qualifications,
(b) Designation of Subcontractors,
(c) Non-Collusion Affidavit for Contractors or Subcontractor,
(d) Non-Discrimination Clause,
(e) The appropriate bid security.

Failure to submit all required documents may result in the bid being rejected as non-responsive.

2) An original of the proposal form shall be filled in and submitted as the bid.

3) City of Vallejo has obtained report(s):

(a) NOT APPLICABLE

The report(s) may contain facts that may materially affect bidders' bids.

In addition, City of Vallejo has constructed other public works projects throughout the City, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially affect bidders' bids. Bidders are strongly encouraged to inspect all of City's reports, records and documents referred to above. Said reports and documents will be made available upon written request at City of Vallejo Public Works Counter, 4th Floor City Hall for inspection and copying at bidders' sole cost and expense, during normal working hours.

4) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or
others) attend the entirety of a scheduled pre-bid conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify the City in writing, via certified or registered mail, no less than two work days after the scheduled pre-bid conference, to request additional time. The written request must include an estimate of the amount of additional time required by bidder.

5) Following the public opening of bids, the City may request in writing that the apparent low bidder complete the Contractor Qualification Questionnaire included in these Contract Documents and furnish all required supporting documentation to enable the City to determine whether the apparent low bidder is responsible and/or qualified to perform the work described in the Contract Documents. By submission of a bid, bidder agrees to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualification Questionnaire, and return to the City within five (5) working days of City's written request. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, and return it to the City within five (5) working days of City's written request, bidder will not be considered for award of the contract, and further, bidder agrees that the City may award the Contract to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City’s costs, damages, expenses and liabilities.

6) If for any reason the City elects to not award the contract to the apparent low bidder, the City may request in writing that the apparent second lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation as required by the preceding paragraph, to enable the City to determine whether the second low bidder is qualified to perform the work described in the Contract Documents. If for any reason the City elects to not award the contract to the apparent second lowest bidder, the City may request the third lowest bidder complete the Contractor Qualification Questionnaire and furnish all required supporting documentation, and so on.

7) If the City receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualification Questionnaire and all required supporting documentation as required by the Contract Documents, and if the City determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the City elects to not award the Contract to that bidder, the City will promptly return that bidder’s bid security.

8) Bid Protests - Only Bidders may protest Bids. All Bid protests must be submitted in writing along with a non-refundable $2,500.00 Bid protest fee.
a) All Bid protests must be addressed to Director, Public Works Department, City of Vallejo, 555 Santa Clara Street, P. O. Box 3068, Vallejo, CA 94590 re: ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.) and received, by said Director along with the non-refundable Bid protest fee, by the Bid Protest Deadline. The Bid protest submitted to the Director shall include one original and two complete copies. The original Bid protest and two complete copies shall be transmitted to the Director via certified mail, return receipt, or hand delivery.

b) The Bid Protest Deadline shall be the earlier of any of the following that may apply:

   (i) If the Bid protest is based on the responsiveness of a particular Bid or the responsibility of a particular Bidder, the Bid Protest Deadline is 5:00 p.m. on the 4th business day after the Bid opening;

   (ii) If the Bid protest is based on the City's determination that a Bid is not responsive or a Bidder is not responsible, then the affected Bidder's Bid Protest Deadline is 5:00 p.m. on the 4th business day after the date of the City's notice to the affected Bidder.

c) Additionally, the following shall apply to all Bid protests:

   (i) The written bid protest must state all facts and each legal basis for the protest.

   (ii) The written bid protest must specifically identify each portion of each document that forms the basis for the protest and include a copy of each document.

   (iii) The protest must include the name, address and telephone number of the person representing the protesting party.

   (iv) Before the Bid Protest Deadline, the Bidder protesting a Bid shall transmit to all other parties having a potential interest that may be adversely affected by the outcome of the protest, a complete copy of the Bid protest and all supporting documents, including but not limited to all other Bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest.

   (v) The procedures and time limits set forth in this section for Bid Protests are strictly construed and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidders' failure to strictly
comply with these procedures and time limits shall constitute a waiver of any right to further pursue the Bid protest, including but not limited to, the filing of a Government Code Claim or legal proceedings.

(vi) A Bidder may not rely on a Bid protest submitted by another Bidder, but must timely pursue its own Bid protest.

9) Liquidated damages that may be assessed by City of Vallejo for late completion is ONE THOUSAND DOLLARS ($1,000.00) for each calendar day delay.

10) The cut off time for submission of bid questions is 5:00 P.M. (Pacific Time) on Monday, April 15, 2013. Any questions received after this time will not be responded to.
CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PROPOSAL FORM

FOR THE

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

TO: The Honorable Mayor and City Council
City of Vallejo
Vallejo, California 94590

Name of Bidder: ____________________________________________

Business Address: __________________________________________

Place of Residence: _________________________________________

Any person or entity submitting a bid on this project to engage in the business or act in
the capacity of a contractor shall be licensed as a contractor in accordance with the
provisions of Division 3, Chapter 9 of the California Business and Professions Code.

Contractor's License No.: _________________________________

Expiration Date: _________________________________________

Contractor's Classification: _________________________________

Name on Contractor's License: ______________________________

City of Vallejo Business License Number: _________________

Business Address: _______________________________________

Phone: _________________________________________________

E-mail: _________________________________________________

Place of Residence: ______________________________________

________________________________________ Phone: __________________
The work to be done consists of:

providing traffic control, cold milling removal of asphalt concrete, over-excavation, aggregate base rock installation, hot-mix asphalt paving, spreading and compacting hot-mix asphalt, adjusting existing utility frames and covers to new grade, installing traffic signal detector loops, hand holes, and conduit, installing temporary and permanent pavement striping and markings, and removing and replacing Portland cement concrete handicap curb ramps and sidewalk.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and all of the Contract Documents; and he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Vallejo, in the form of the copy of the contract annexed hereto, to provide all necessary labor, materials, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take in full payment therefore the following item prices, to wit:

NOTE: The quantities following are approximate only and will be used as a basis for the comparison of bids.

An (S) listed after a Bid Schedule description item, if any, indicates items that are considered "Specialty Items" as defined in Section 8-1.01 of the General Provisions.
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<th>DESCRIPTION OF ITEM</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
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<td>Mobilization</td>
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<td>LS</td>
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<td>2</td>
<td>Mandatory Night Work Surcharge</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
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<td>3</td>
<td>Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
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<td>4</td>
<td>Storm Water Pollution Prevention Plan (SWPPP)</td>
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<td>LS</td>
<td>$</td>
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<td>5</td>
<td>Pothole for Signal Interconnect Cable (SIC)</td>
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<td>EA</td>
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<td>9</td>
<td>Remove and Replace Sidewalk</td>
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<td>10</td>
<td>Remove and Replace Curb &amp; Gutter</td>
<td>120</td>
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<td>Remove and Replace Vertical Curb</td>
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<td>LF</td>
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<td>12</td>
<td>Remove and Replace Apron</td>
<td>810</td>
<td>SF</td>
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<td>13</td>
<td>Over-excavate 7-inches for Class 2 AB Section</td>
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<td>14</td>
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<td>15</td>
<td>Over-excavate 12-inches for 3-inch Rock Envelope</td>
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<td>16</td>
<td>Furnish and Install 3-inch Rock Envelope</td>
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<td>Cold Mill 0.45’ Depth Existing AC</td>
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<td>Cold Mill and Patch-Pave 0.5’ Depth HMA</td>
<td>912</td>
<td>SF</td>
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<td>19</td>
<td>Furnish and Install HMA Base Course</td>
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<td>20</td>
<td>Furnish and Install HMA Surface Course</td>
<td>2,060</td>
<td>TON</td>
<td>$</td>
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<tr>
<td>21</td>
<td>Furnish and Install Crack Fill</td>
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<td>LF</td>
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<tr>
<td>22</td>
<td>Lower and Raise Existing Utility Box / Monument Cover to Grade</td>
<td>28</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>Lower and Raise Manhole Rim to Grade</td>
<td>7</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>Remove and Dispose of Existing Utility Box</td>
<td>1</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>Furnish and Install Traffic Signal Loop Detector Hand Hole (S)</td>
<td>6</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>26</td>
<td>Furnish and Install 2-inch Conduit (S)</td>
<td>100</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>27</td>
<td>Furnish and Install Traffic Signal Loop Detector (S)</td>
<td>60</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>12-inch White Limit / Crosswalk Line</td>
<td>2,000</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>4-inch Solid Yellow / White Line</td>
<td>150</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>Caltrans Detail 9 (4-inch Broken White Line) per Standard Plan A20A</td>
<td>3,560</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>Caltrans Detail 25A per Standard Plan A20B / City Standard Median Detail 3-37</td>
<td>3,335</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ITEM No.</td>
<td>DESCRIPTION OF ITEM</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>TOTAL AMOUNT</td>
</tr>
<tr>
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</tr>
<tr>
<td>32</td>
<td>Caltrans Detail 37B (8-inch Broken White Line) per Standard Plan A20C</td>
<td>500</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>Caltrans Detail 38 (8-inch Solid White Line) per Standard Plan A20D</td>
<td>1,435</td>
<td>LF</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>34</td>
<td>Caltrans Pavement Markings – Arrows per Standard Plans A24A and A24B</td>
<td>15</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>35</td>
<td>Furnish and Install Type-K Post on Median Noses</td>
<td>7</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>36</td>
<td>Furnish and Install Roadside Sign</td>
<td>6</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

TOTAL BID SUMMARY:
Total Bid $ ____________________________ (IN FIGURES)

Total Bid $ ____________________________ (IN WORDS)

BIDDER’S SIGNATURE ____________________________

PRINTED NAME: ____________________________

TITLE: ____________________________
The Contract, if it is awarded, shall be awarded to the Contractor submitting the lowest total bid that complies with these Contract Documents.

In case of discrepancy between the unit prices and the total amount, the unit prices shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a Unit Price for a said item is not readable or otherwise not clear, or is omitted, or is the same amount as the entry in the Total Amount column, then the amount set forth in the Total Amount column for the line item shall prevail and shall be divided by the Estimated Quantity for the said item and the price thus obtained shall be the Unit Price amount.

(b) (Decimal Errors) If the total of the entered Unit Price multiplied by the given Estimated Quantity is exactly off by a decimal factor (i.e., ten, one hundred, etc. or, one-tenth, one-hundredth, etc.) from the entered Total Amount, the discrepancy will be resolved by using the entered Unit Price or entered Total Amount, whichever most closely approximates (by percentage) the Unit Price or Total Amount in the City -Engineer's Cost Estimate.

(c) In order for a bid to be valid, all aspects of the Bid Sheet must be filled out completely. An incomplete Bid Sheet is grounds for bid reject.

The City of Vallejo desires wherever possible to hire qualified City of Vallejo residents to work on City projects. Contractors, subcontractors, consultants, and developers will, wherever possible, solicit proposals from qualified local firms and will, wherever possible, employ qualified local residents to work on City projects.

The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items within the time limit specified in the Contract Documents, the City of Vallejo may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

Bidder declares that he/she/it has not accepted any bid from any subcontractor or vendor through any bid depository, the by-laws, rules or regulations of which prohibit or prevent the bidder from considering any bid from any subcontractor which is not processed through said bid depository or which prevent any subcontractor or vendor from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.
ACCOMPANYING THIS PROPOSAL is ________________________________

________________________________________________________________________

(in an amount of ten percent (10%) of the total bid)

NOTICE: Insert the words CASH ($__________), CASHIER’S CHECK, BIDDER’S BOND, or CERTIFIED CHECK, as the case may be.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

IF THE BIDDER OR OTHER INTERESTED PERSON is a corporation, state legal name of corporation and state where incorporated, also names of the President, Secretary, Treasurer, and Manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

LICENSED IN ACCORDANCE WITH THE CONTRACTORS’ LICENSE LAW OF THE STATE OF CALIFORNIA (BUSINESS AND PROFESSIONS CODE) SECTION 7000 et seq. PROVIDING FOR THE REGISTRATION OF CONTRACTORS,

License No.: ______________________

Sign Here: ______________________

(Printed or typed name of Bidder)

Dated: ______________________

NOTE: If the bidder is a corporation or a co-partnership, the legal name of the firm shall be set forth above, together with the signature of the officer or partner authorized to sign contracts for the firm.
CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

BIDDER'S BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, _______________________________________________
_________________________________________________________, as Principal, and
_________________________________________________________, as Surety, are held and firmly bound unto the City of Vallejo, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Vallejo, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents; in the sum of:

$_____________________________________________________

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Vallejo, for certain construction specifically described as follows, for which bids are to be opened at Vallejo, California, on April 18, 2013, for:

providing traffic control, cold milling removal of asphalt concrete, over-excavation, aggregate base rock installation, hot-mix asphalt paving, spreading and compacting hot-mix asphalt, adjusting existing utility frames and covers to new grade, installing traffic signal detector loops, hand holes, and conduit, installing temporary and permanent pavement striping and markings, and removing and replacing Portland cement concrete handicap curb ramps and sidewalk.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Vallejo, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit including a reasonable
attorney’s fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ___day of____________, 20______.

____________________________________

____________________________________

Principal

____________________________________

____________________________________

Surety

Address ______________________________________

____________________________________

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACTOR QUALIFICATIONS

This form must be completed, signed by bidder, and submitted to City of Vallejo with bidder’s bid. Failure to complete, sign and submit with bidder’s bid may result in bidder’s bid being rejected as not responsive.

City has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor’s License Board Classification A, for a minimum of five (5) continuous years prior to the date of bid opening.

2. Not have any pending disciplinary proceedings or investigations by the Contractors State License Board.

3. Have completed to the public owner’s satisfaction, no less than two (2) public works projects in the State of California, each with an original contract price of no less than $500,000 within the past five (5) years prior to the date of bid opening.

4. Currently (as of the date of bid opening) or within the past five years, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting bidder from bidding or performing other public works for any other public agency.

I, being the ____________________________ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

____________________________________
Signature

____________________________________
Print Name

____________________________________
Date
**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime 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 prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the prime contractor's total bid, or ten thousand ($10,000) whichever is greater, and the dollar amount of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Prime Contractor Self Perform requirement is 50% (exclusive of specialty items). The Engineer shall use the Designation of Subcontractors form to determine the percentage of contract work amount performed by the contractor.

<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION OF BUSINESS</th>
<th>DESCRIPTION OF SUBCONTRACTED WORK</th>
<th>BID ITEM</th>
<th>MBE (Y/N)</th>
<th>WBE (Y/N)</th>
<th>CERT. NO.</th>
<th>DOLLAR AMOUNT OF SUBCONTRACTED WORK ($$)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**NOTICE TO BIDDERS:** Listing of subcontractors is mandatory under Sections 4100-4113 of the California Public Contract Code. If this form is incomplete or inaccurate, your bid may be rejected.
<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION OF BUSINESS</th>
<th>DESCRIPTION OF SUBCONTRACTED WORK</th>
<th>BID ITEM</th>
<th>MBE (Y/N)</th>
<th>WBE (Y/N)</th>
<th>CERT. NO.</th>
<th>DOLLAR AMOUNT OF SUBCONTRACTED WORK ($$)</th>
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</table>
NON-COLLUSION AFFIDAVIT FOR CONTRACTOR OR SUBCONTRACTOR

STATE OF CALIFORNIA  )
COUNTY OF ____________) ss

__________________________declares and says:

1. That he/she is the (owner, partner, representative, or agent) of ________________________________
   (hereinafter referred to as (contractor) or (subcontractor))

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Vallejo, State of California.

3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including this affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Vallejo or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, owners, representatives, employees, or parties in interest, including this affiant.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this ____________ day of ____________, 20__, at ____________, California.

Signed:___________________________________________

Title:____________________________________________

License Number and Classification:________________________

Expiration Date:________________________
CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

NONDISCRIMINATION CLAUSE

Contractor shall refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any employee of, or applicant for employment with, Contractor.

Contractor further agrees as follows:

(a) That the Contractor shall not because of the race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ any person, or to bar or discharge any person from employment, or to discriminate against any person in compensation, or in the terms, conditions, or privileges of employment, and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation.

(b) That the Contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager, the provisions set forth above.

(c) That the Contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race, religious creed, color, sex, national origin, or ancestry, disability, medical condition, age, marital status or sexual orientation.

(d) That the Contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the Contractor's commitments under this contract to any labor union or employee association with which the Contractor has a collective bargaining contract, or other employer - employee labor agreement or understanding."

Contractor shall include the provisions of this Nondiscrimination Clause in every subcontract, including subcontracts for the provision of materials or equipment.
By submitting a bid, the Contractor agrees to comply with all the non-discrimination provisions contained in the Vallejo Municipal Code.

______________________________  ______________________
BIDDER’S SIGNATURE            DATE

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)
CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CONTRACT FOR

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

THIS CONTRACT (“Contract”) made and concluded in triplicate this _____ day of ____________________, 20___, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, acting by and through its City Council, hereinafter called City, and ______________________________, hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the City Council of said City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the City Council of said City did cause to be noticed for the time and in the manner required by law a notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such notice, submitted to the City Council of said City within the time specified in said notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said notice, the City Council of City, by and through its authorized representatives, publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said City Council of City, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK

The work includes providing traffic control, cold milling removal of asphalt concrete, over-excavation, aggregate base rock installation, hot-mix asphalt paving, spreading and compacting hot-mix asphalt, adjusting existing utility frames and covers to new grade, installing traffic signal detector loops, hand holes, and conduit, installing
temporary and permanent pavement striping and markings, and removing and replacing Portland cement concrete handicap curb ramps and sidewalk. The Contractor shall provide all labor, tools, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans, specifications, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

The following documents shall constitute the Contract Documents:

(a) Notice to Contractors;
(b) Instructions to Bidders;
(c) Proposal Form;
(d) Plans;
(e) Specifications, special provisions;
(f) Change Orders thereto;
(g) Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, 2010 edition, Sections 10 through 95, all as modified herein;
(h) City of Vallejo Regulations and Standard Specifications for Public Improvements, December 2011 edition;
(i) Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007;
(j) Any other documents identified as such in the Contract Documents.

2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents identified as such, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and City agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the City Council, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

The said Contractor agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all discontinuance of work, and for well
and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications and the requirements of the Engineer under them.

By my signature as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Clerk, City of Vallejo, City Hall, 555 Santa Clara Street, Vallejo, California CA. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City, Fifty Dollars ($50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth on Exhibit A, hereto, in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The person signing this Agreement for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

SIGNATURES ARE ON THE FOLLOWING PAGE
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seal the day and year first above written.

CITY OF VALLEJO, a municipal corporation

By: ____________________________
    Daniel E. Keen
    City Manager

[TYPE IN CONTRACTOR’S NAME]  [Type in type of entity]

By: ____________________________
    [Type in name]
    [Type in title]

Attest: __________________________
        Dawn G. Abrahamson
        City Clerk

(City Seal)

Approved as to Content:

_______________________________
David A. Kleinschmidt
Public Works Director

Approved as to Insurance Requirements:

_______________________________
Darrell W. Handy
Risk Manager

Approved as to Form:

_______________________________
Claudia Quintana
City Attorney
EXHIBIT A

[BID SHEET TO BE INSERTED]
KNOW ALL MEN/WOMEN BY THESE PRESENTS, that we, ________________
__________________________, as Principal, and
__________________________ , as Surety, are held and firmly bound unto the City of
Vallejo, a municipal corporation of the State of California, hereinafter called the City, in
the penal sum of ____________________ DOLLARS ($ __________ ), and no
more, for the work described below, for the payments of which sum in lawful money of
the United States of America well and truly to be made to the City of Vallejo, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally,
firmly by these presents as herein above provided.

THAT WHEREAS, the Principal has entered into a contract with said City for the
construction of:

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

NOW, THEREFORE, the condition of this obligation is such that if the above bounded
Principal shall in all things stand to abide by, and well and truly keep and perform the
covenants, conditions and agreements in the foregoing contract agreed on his/her or
their part to be kept and performed at the time and in the manner herein specified, and
shall indemnify and save harmless the City of Vallejo, its officers, agents and
employees as therein stipulated, then this obligation shall become null and void;
otherwise, it shall remain in full force and virtue to guarantee Contractor’s faithful
performance of its obligations in the Contract Documents, and Principal and Surety, in
the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys'
fees as may be fixed by the Court.

The Surety herein, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, addition or modification to the terms and conditions of said
contract, or the specifications accompanying the same shall in any manner affect its
obligations on this bond, and said Surety does hereby waive notice of any such change,
extension, alteration or addition. Said Surety hereby waives the provisions of Section
2819 and 2845 of the Civil Code of the State of California.
IN WITNESS WHEREOF, the above bounded parties have executed this Instrument under their several seals this __________ day of ____________, 20__. The name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL                      SURETY

_________________________________________  ________________________________

_________________________________________  ________________________________

_________________________________________  ________________________________

SURETY INFORMATION:

Contact Person:______________________________________________________________

Name of Company:____________________________________________________________

Address: ________________________________________________________________

__________________________________________________________________________

Telephone: (______)__________________ Fax no.: (______)_____________________

NOTE:  
(1) Signatures of those executing for the Surety must be properly acknowledged.

(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

_________________________________________

Darrell W. Handy
Risk Manager
PAYMENT (LABOR AND MATERIALS) BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that whereas, the City of Vallejo, a municipal corporation of the State of California, acting through its City Council, has awarded: hereinafter designated as the Principal, a contract for:

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, provided that if said Contractor, or any of his/her or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such labor, the Surety of this bond will pay the same.

NOW, THEREFORE, we, ________________________________,
as Principal and ________________________________,
as Surety, are held firmly bound unto the City of Vallejo, a municipal corporation, hereinafter called City, in the penal sum of ________________________________ DOLLARS ($________________), and no more, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents, as herein provided.

The condition of this obligation is such that, if said Principal, or his/her or its Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Title 15, Part 4, Third Division of the Civil Code of the State of California, commencing with Section 3082, and providing that the persons, companies or corporations so furnishing said materials, provisions, or other supplies, appliances or power used in, for or about the performance of the work contracted to be executed or performed, or any person, company, or corporation, renting, or hiring implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Title 15, the Surety, or Sureties, hereon will pay the same in an amount not exceeding the sum specified in his/her or its bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the Court, then this obligation shall become null and void;
otherwise, it shall remain in full force and virtue. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety herein, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms and conditions of said contract, or the specifications accompanying the same, shall in any manner affect its obligation on this bond, and said Surety does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, the above bounden parties have executed this Instrument under several seals this ___________ day of ______________, 20______. The name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PRINCIPAL:       SURETY:

____________________               ______________________

____________________               ______________________

SURETY INFORMATION:

Contact Person:_____________________________________________

Name of Company:___________________________________________

Address: __________________________________________________

_____________________________________________________________________

Telephone: (_____)___________________ Fax no.: (_____)________________

NOTE: (1) Signatures of those executing for the Surety must be properly acknowledged.

(2) This Bond must be in an amount equal to 100% of the amount bid.

APPROVED AS TO FORM:

________________________________________

Darrell W. Handy
Risk Manager
CITY OF VALLEJO
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CONTRACTOR QUALIFICATION QUESTIONNAIRE

If requested by City, bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, within five (5) days of being requested by City. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, or return it to the City within five (5) days of City’s request, bidder will not be considered for award of the contract, and further, bidder agrees that the City of Vallejo may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City for the difference between the amount of the disqualified bid and the larger amount for which the City procures the work plus all of the City's costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

1. State the full legal name of the bidder.

2. State the nature of the bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).

3. State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.

4. Has any person or legal entity holding a legal or equitable ownership of the bidder, ever been accused of a civil violation of California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.

6. State the bidder's contractor's license number.

7. State the date bidder first began business.
8. State any other names that bidder has used or done business under in the past five (5) years.

9. Describe in general, bidder's experience.

10. Has bidders ever failed to complete a construction contract?

11. Has bidder's control over a work of improvement, ever been terminated?

12. For each providing traffic control, cold milling removal of asphalt concrete, over-excavation, aggregate base rock installation, hot-mix asphalt paving, spreading and compacting hot-mix asphalt, adjusting existing utility frames and covers to new grade, installing traffic signal detector loops, hand holes, and conduit, installing temporary and permanent pavement striping and markings, and removing and replacing Portland cement concrete handicap curb ramps and sidewalk, that bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.

13. For every public work of improvement upon which bidder has furnished labor, services, materials or equipment in the past five years, whether completed or not, for which the bidder's original contract was greater than $1,000,000, but not more than $5,000,000, state the name, address and telephone number of the owner and principal designer (architect or engineer).

14. For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.

15. Has bidder ever been charged with a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.

16. Has anyone ever alleged that bidder violated California Government Code section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.

17. Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code section 12650, et seq, or 31 United States Code section 3729, et seq.?
18. Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agencies' contact person.

19. Has any public agency ever issued a letter, ruling or determination debarring bidder or anyone holding a legal or equitable interest in bidder, from bidding public works? (This includes debarments that are simultaneously or subsequently suspended, revoked or withdrawn.)

20. Has bidder ever entered into an agreement with any public agency, to not bid work for that public agency?

21. Within the past seven (7) years, has bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.

22. Has any surety ever paid or satisfied any claim on behalf of bidder?

23. Has any surety ever undertaken or been called upon to complete any project of bidder?

24. For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project.

25. State bidder's annual gross sales for each of the last five fiscal years.

26. If requested by City (as indicated below) attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to City.

CONTRACTOR MUST FURNISH: YES [ ] NO [ √ ]
27. The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEND THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND CITY OF VALLEJO MAY RELY UPON THE CONTENTS AS BEING TRUTHFUL, COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

EXECUTED ON THE DATE INDICATED BELOW, AT THE LOCATION INDICATED BELOW.

Dated: ___________________  Bidder

________________________________
By:

________________________________
(Printed name of signor)

________________________________
(Title of signor)
CITY OF VALLEJO
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CONTRACT CHANGE ORDER NO.: _____ DATE: _____

TO:

PROJECT: ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
       MEASURE ‘B’ – FY 12/13 (FROM TURNER PKWY. TO COLUMBUS PKWY.)

This change order modifies and amends the provisions of that certain Contract dated
________________________________ by and between the City and ______________________
________________________________________________________ (“Contractor”).

REFERENCE: <contract plans, sheet No. or other drawings attached>

Contractor is hereby directed to make the following changes to the Work:
TO: 

SUBJECT: CHANGE ORDER NO. ____

DATE:

By signing this Change Order, Contractor understands and agrees that it is accepting the specified sums and adjustment of contract time of completion (if any) set forth herein as full, final and complete satisfaction of any and all claims by Contractor for all costs and expenses of Contractor and anyone for whom Contractor may be responsible for the work referred to herein, including but not limited to costs or expenses of the Contractor or any of its subcontractors, materials suppliers, vendors or anyone else for whom Contractor is responsible, for labor, materials, services or equipment, no matter how characterized, whether known or unknown to Contractor, including but not limited to, all field and home office overhead, delay costs/claims, acceleration costs/claims, unabsorbed or under-absorbed home office overhead, extended field costs, general conditions, claim preparation costs, inefficiencies, or the like, no matter how characterized. Contractor further understands and agrees by signing this Change Order that any attempt by Contractor to purportedly reserve rights to claim additional time or compensation for the work referred to herein, is void.

ADJUSTMENT OF CONTRACT TIME OF COMPLETION: ______________________

AGREED PRICE: ______________________

BASE CONTRACT PRICE: ______________________

PREVIOUS CONTRACT CHANGE ORDERS: ______________________

NEW ADJUSTED CONTRACT PRICE: ______________________

EXCEPT AS SET FORTH ABOVE, ALL TERMS AND PROVISIONS OF THE CONTRACT AND ALL PRIOR CHANGE ORDERS REMAIN IN FULL FORCE AND EFFECT.

RECOMMENDED BY: ______________________

NAME    TITLE    DATE

Execution of this Change Order by both parties constitutes a binding agreement. This document constitutes the entire agreement between the parties. The person signing this Change Order for Contractor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Contractor.

ACCEPTED BY: ______________________

CONTRACTOR’S SIGNATURE AND TITLE    DATE

APPROVED BY: ______________________

JILL A. MERCURO, ASST. PUBLIC WORKS DIRECTOR / CITY ENGINEER    DATE
SECTION A - SPECIAL PROVISIONS

1. Location of Work – Admiral Callaghan Lane between Turner Pkwy. and Columbus Parkway, City of Vallejo, County of Solano, State of California

2. Scope of Work - For all work on this project the Contractor shall furnish all labor, materials, tools, equipment, transportation, appliances and services required to completely execute the work as set forth on the Contract Documents. The subdivision of these specifications into divisions is not intended to strictly set forth or limit the scope of any subcontractor and shall not relieve the Contractor of the responsibility for executing all work on the project as a whole.

Bid unit prices will be used by the City for award of additional work that may be added should additional funds become available during the term of the project. Such additional work shall be executed through Contract Change Order(s) mutually agreed upon by the City and the Contractor at the unit prices bid and may be of value in excess of $100,000. No additional work, however, is guaranteed.

3. Pre-Construction Conference - The Contractor, City Engineer and other interested parties shall meet at a pre-construction conference to be scheduled after execution of the construction Contract and prior to the start of construction. The purpose of this conference is to review job schedules, traffic control, affirmative action, and to discuss various other aspects of the work and to clarify procedures.

The Contractor shall submit the following to the City Engineer by the date of the pre-construction conference:

A. Detailed CPM Construction Schedule for review.

B. Detailed Traffic Control Plan for review.

C. All other material or required submittals for review. All submittals shall be in writing.

D. "Notice" to homeowners, residents, commuters and/or affected parties for review.

4. Underground Utilities - The Contractor shall locate all underground obstructions and utilities - gas, electric, water lines, etc. Repair of damage of any utility lines shall be made at the Contractor’s expense. See applicable drawings, if any.

5. Materials and Tests - The Contractor shall furnish written laboratory reports from a reputable testing or inspection agency acceptable to City of Vallejo, or written certification from the manufacturer as to compliance with the Specifications as to
the composition, durability and performance of the all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal.

6. **City Furnished Materials -** The City will furnish to the Contractor free of charge for use under these Specifications the following materials: (NOT APPLICABLE)

7. **Water –** The Contractor can purchase water for use on the project from the City of Vallejo at a cost of $2.15 per unit (100 cu. Ft.) or the most current rate of water used. Water is to be drawn from a Water Division designated fire hydrant after the Contractor has applied to the Water Division for a temporary water meter. A refundable $1,200.00 deposit is required for each temporary water meter at the time of application. There is a non-refundable service charge of $105.00 a month. The Water Division reserves the right to increase the deposit or service charge at any time without notice.

8. **Sequence of Construction to Maintain Traffic -** The Contractor must submit a detailed schedule of operations to the Engineer for review and acceptance prior to starting work on the project.

   See “Traffic Control” of these special provisions for compensation.

9. **Construction Upon Private Property -** The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor's materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

   Construction on private property during overtime, weekend, holiday or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the City Engineer.

   No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

10. **Watermain Tie-Ins -** If a watermain tie-in is required, work shall conform to City Standard Specification Section 4.3.9, "Connecting to Existing main" including, but not limited to the following or as directed by the Engineer:

    A. The Contractor is responsible for calling the City Maintenance Division at (707) 648-4529 when they are ready to perform the tie-in. (Maintenance requires 48 hours notice). The Maintenance Inspector shall be present before, during, and after the tie-in is completed, to insure that the trench is completely back filled before the water is turned on. If the Contractor fails to coordinate the tie-in with the Maintenance Inspector, the said tie-in will not be accepted.
B. If the Contractor schedules a tie-in with the Maintenance Inspector, and is not ready for the tie-in on the scheduled date, the contractor will be charged for the Maintenance Inspector's time, unless, the Contractor cancels the inspection 24 hours in advance.

11. **As-Built Drawings** - The Contractor will keep up to date at all times, a complete and accurate set of record prints, which shall be corrected regularly, showing every change from the Contract Documents, including all addendum, Change Orders, job decisions, etc. Upon completion of the work, a set of as-built prints shall be made by the Contractor after consultation with the project Engineer and all changes noted. All changes shall be neatly and legibly drawn to scale on the set of prints using standard architectural or engineering drafting practices.

12. **Hazardous Waste in Excavation** – If the Contractor encounters material in excavation, which the contractor has reason to believe may be hazardous waste as defines by Section 25117 of the Health and Safety Code, the contractor shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation by more than one (1) working day, the Contractor shall be granted an extension of time as provided in Section 8-1.07, "Liquated Damages," of the General Provisions. Upon authorization from the Engineer to proceed, the Contractor shall resume excavation operations per the requirements of the plans and specifications.

If such suspension delays the current controlling operation by more than two (2) working days, the delay shall be considered a right of way delay and the Contractor shall be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the General Provisions.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of hazardous material and for removing such material.
SECTION B - GENERAL PROVISIONS

SECTION 1: DEFINITIONS AND TERMS

1-1.01 General

Unless the context otherwise requires, wherever in the Specifications and other Contract Documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section One. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he," are utilized in the Specifications for the sake of brevity, and are intended to refer to persons of either gender.

1-1.02 ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>AAN</td>
<td>American Association of Nurserymen</td>
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<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
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<td>AISC</td>
<td>American Institute of Steel Construction</td>
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<td>ANSI</td>
<td>American National Standards Institute</td>
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<td>American Public Health Association</td>
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<td>API</td>
<td>American Petroleum Institute</td>
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<td>AREA</td>
<td>American Railway Engineering Association</td>
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<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<td>AWG</td>
<td>American Wire Gage</td>
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<td>American Wood Preservers' Association</td>
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<td>Electronic Industries Association</td>
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<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers</td>
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<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
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<td>UL</td>
<td>Underwriters' Laboratories Inc.</td>
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1-1.02A UNITS OF MEASUREMENT

These Standard Specifications for Construction of Local Streets and Roads contain units in two systems of measurement. Units shown in the International System of Units (SI or "metric") are the standards established by the California Department of Transportation. Units in the United States Standard Measures are shown in braces "{\}. The Department does not warrant the accuracy of the units shown in United States Standard Measures, and any use of United States Standard Measures is at the sole risk of those agencies and others that specify United States Standard Measures units in their contracts. The measurements expressed in the two systems are not necessarily...
equal, and items constructed or fabricated in one system are not necessarily interchangeable with items constructed or fabricated in the other system. The project Special Provisions designate the system of units that will apply to contracts referencing these Standard Specifications.

Some of the symbols for metric units of measurement used in the Specifications and in the Engineer’s Estimate are defined as follows. The symbols for other units of measurement used in the Specifications are as defined in ASTM Designation: E-380, or in the various Specifications and test referenced in the Specifications.

<table>
<thead>
<tr>
<th>Symbols as used in the Specifications</th>
<th>Symbols as used in the Engineer’s Estimate</th>
<th>Definitions</th>
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</thead>
<tbody>
<tr>
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<td>V</td>
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Some of the symbols for United States Standard Measures units of measurement used in the Specifications and in the Engineer’s Estimate are defined as follows.
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1-1.03 ACCEPTANCE

The formal written acceptance by the Vallejo City Council of an entire contract which has been completed in all respects in accordance with the plans and Specifications and any modifications thereof previously authorized in writing.

1-1.04 (BLANK)

1-1.05 BASE

A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

1-1.06 BASEMENT MATERIAL

The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.
1-1.07  BIDDER

Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

1-1.08  BRIDGE

Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.

1-1.085  CONDUIT

A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.

1-1.09  CONTRACT

The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include:

(a) Notice to Contractors,
(b) Instructions to Bidders,
(c) Proposal Form,
(d) Plans, Specifications, special provisions;
(e) Change Orders thereto;
(f) Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, 2010 edition, Sections 10 through 95, all as modified herein;
(g) City of Vallejo Regulations and Standard Specifications for Public Improvements, December 2011 edition;

All documents comprising the Contract may also be referred to as the “Contract Documents.”

1-1.10  CONTRACTOR

The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a Contract with the City of Vallejo, as party or parties of the second part or their legal representatives.
1-1.11 CULVERT

Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.

1-1.12 DAYS

Unless otherwise designated, days as used in the Specifications will be understood to mean calendar days.

1-1.13 DEPARTMENT

The City of Vallejo Department of Public Works.

1-1.14 DETOUR

A temporary route for traffic around a closed portion of a road.

1-1.15 DIRECTOR

The City of Vallejo Department of Public Works Director, or his/her authorized representative.

1-1.16 DIVIDED HIGHWAY

A highway with separated traveled ways for traffic, generally in opposite directions.

1-1.17 (BLANK)

1-1.18 ENGINEER

The City of Vallejo, Department of Public Works, Project Engineer, acting either directly or through properly authorized agents, the agents acting within the scope of the particular duties delegated to them.

1-1.19 ENGINEER'S ESTIMATE

The list of estimated quantities of work to be performed as contained in the "Proposal Form."

1-1.20 FEDERAL AGENCIES

Whenever, in the Specifications, reference is made to any Federal agency or officer, the reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction and authority of the agency or officer mentioned.
1-1.21 FIXED COSTS

Any necessary labor, material and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of the work done.

1-1.22 FRONTAGE ROAD

A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.

1-1.23 GRADING PLANE

The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.

1-1.24 HIGHWAY

The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.

1-1.25 LABORATORY

Any testing laboratory identified as such by City of Vallejo.

1-1.255 LEGAL HOLIDAYS

Those days designated as City observed holidays specifically:


1-1.26 LIQUIDATED DAMAGES

The amount prescribed in the Contract Documents, to be paid to the City of Vallejo or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract Documents.

1-1.265 MANUAL OF TRAFFIC CONTROLS

The State of California, Department of Transportation publication entitled "MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

1-1.27 MEDIAN

That portion of a divided highway separating the traveled ways for traffic in opposite
directions including inside shoulders.

1-1.275 OFFICE OF STRUCTURE DESIGN

The State of California Office of Structure Design of the Department of Transportation. When the Specifications require working drawings to be submitted to the State Office of Structure Design, the drawings shall be submitted to: Office of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.

1-1.28 PAVEMENT

The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

1-1.29 PLANS

The official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans. In the above definition, the following terms are defined as follows:

- Standard Plans
  The Standard Plans for Construction of Local Streets and Roads issued by the State of California, Department of Transportation.

- Project Plans
  The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans insofar as the same may apply.

1-1.30 PROCESSING

Any operation or operations of whatever nature and extent required to produce a specified material.

1-1.31 PROPOSAL

The offer of the Bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
1-1.32 PROPOSAL FORM

The approved form upon which the City of Vallejo requires formal bids be prepared and submitted for the work.

1-1.33 PROPOSAL GUARANTY

The cash, cashier’s check, certified check or bidder’s bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the City of Vallejo for the performance of the work if the Contract is awarded to the bidder.

1-1.34 ROADBED

The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

1-1.35 ROADWAY

That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

1-1.36 SHOULDERS

The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

1-1.37 SPECIAL PROVISIONS

The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Standard Specifications.

1-1.38 SPECIFICATIONS

The directions, provisions and requirements contained in the Standard Specifications for Construction of Local Streets and Roads as supplemented by the special provisions. Whenever the term “these Specifications” or “these Standard Specifications” is used in this Contract, it means the provisions set forth in this Contract. “Specifications” or “Standard Specifications” also means the State of California, Department of Transportation, Standard Specifications, 2010 edition, Sections 10 through 95 only.
1-1.39  STATE
The State of California.

1-1.40  (BLANK)

1-1.41  SUBBASE
A layer of specified material of planned thickness between a base and the basement material.

1-1.42  SUBGRADE
That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

1-1.43  SUBSTRUCTURE
All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

1-1.44  SUPERSTRUCTURE
All that part of the bridge except the bridge substructure.

1-1.45  SURFACING
The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

1-1.46  TRAFFIC LANE
That portion of a traveled way for the movement of a single line of vehicles.

1-1.47  TRAVELED WAY
That portion of the roadway for the movement of vehicles, exclusive of shoulders.

1-1.48  WORK
All the work specified, indicated, shown, contemplated or inferable from the Contract Documents to construct the improvement, including all alterations, amendments or extensions thereto made by Contract change order.
SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 CONTENTS OF PROPOSAL FORMS

Prospective bidders must use City of Vallejo proposal forms which will refer to the special provisions and project plans for the work to be done and will include a schedule of items for which bid prices are asked, showing the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished.

2-1.02 APPROXIMATE ESTIMATE

The quantities given in the proposal form and Contract are approximate only, being given as a basis for the comparison of bids. The City of Vallejo does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work.

2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

All bidders shall carefully and completely examine the site of the work contemplated, the plans and Specifications, and the proposal and Contract forms therefor, and perform all tests and inspections necessary to inform bidder of all conditions that may be encountered, the character, quality and scope of work to be performed, and the quantities of materials to be furnished. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, Specifications and the Contract.

Where the City of Vallejo has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders and Contractor may, upon written request, inspect the records of the City of Vallejo as to those investigations subject to and upon the conditions hereinafter set forth. The investigations are made only for the purpose of study and design.

The records of investigations, project records, log of test borings, record of geotechnical data, investigation of subsurface conditions, “Materials Information,” cross-sections, contour maps, and any other investigations provided by City of Vallejo, are not a part of the Contract and are available solely for the convenience of the bidder or Contractor. It is expressly understood and agreed that the City of Vallejo assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the above described documents or of the interpretations set forth therein or made by the City of Vallejo in its use thereof and there is no warranty or guaranty, either express or implied, as to the completeness or accuracy of the documents, that the conditions indicated by the documents are representative of those existing in or throughout those areas, or any part thereof, or that
unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

The availability or use of information described in this section is not to be construed in any way as a waiver of the provisions of the first paragraph in this section and a bidder or Contractor shall make their own investigation and examination to be satisfied as to conditions to be encountered in the performance of the work.

No information derived from the inspection of investigations or compilation thereof made by the City of Vallejo or from the Engineer, or their consultants, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

2-1.04 ADDENDUM

If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification to City Engineer, which response to said request will be given in the form of addenda to all bidders, if time permits.

The correction of any discrepancies in, or omissions from the plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an addendum issued in writing by the City of Vallejo. A copy of each such addendum issued by the City of Vallejo will be mailed, faxed or delivered to each person receiving a set of the Contract Documents, and shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

2-1.05 PROPOSAL FORMS

The City of Vallejo will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid may be rejected.

2-1.054 (BLANK)

2-1.056 (BLANK)

2-1.06 (BLANK)

2-1.07 PROPOSAL GUARANTY

The proposal must be accompanied by cash, a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the City of Vallejo, and the certified check or cashier's check must be made payable to the City of Vallejo.
2-1.08 WITHDRAWAL OF PROPOSALS

Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the bid was received by the City of Vallejo. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

2-1.09 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors." Bidders or their authorized agents are invited to be present.

2-1.095 RELIEF OF BIDDERS

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the Bidder shall give the City of Vallejo written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-1.10 DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which that individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders any or all proposals may be rejected. Proposals in which the prices appear unbalanced may be rejected.

2-1.105 (BLANK)

2-1.108 (BLANK)

2-1.11 (BLANK)

2-1.12 (BLANK)
SECTION 3: AWARD AND EXECUTION OF CONTRACT

3-1.01 AWARD OF CONTRACT

The right is reserved to reject any and all proposals.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the City of Vallejo and the bidder concerned.

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

The low bid will be determined by adding the sum of the base bid and all alternates (if any). The City of Vallejo reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

3-1.02 BONDS

Within ten (10) days of Contractor’s receipt of Contract from City of Vallejo, the Contractor shall furnish corporate surety bonds to the benefit of the City of Vallejo, issued by a surety company acceptable to the City of Vallejo and authorized and admitted to do business in the State of California, as follows:

A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

B. Payment (Labor and Materials) Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond shall be on the forms provided by City of Vallejo.

The surety companies shall familiarize themselves with all provisions and conditions of...
the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the City of Vallejo or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

3-1.03 EXECUTION OF CONTRACT

The Contract shall be signed by the successful bidder and returned, together with the Contract bonds, within 10 days after the bidder has received the Contract for execution.

3-1.04 FAILURE TO EXECUTE CONTRACT

The Contractor shall pay to the City of Vallejo such sums from said cash, bond, certified check, or cashier's check as necessary to reimburse the City of Vallejo for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a Contract. The amount of said cash, bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The City of Vallejo shall not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a Contract.

3-1.05 RETURN OF PROPOSAL GUARANTIES

The proposal guaranties accompanying the proposals of the first, second and third lowest bidders will be retained until the Contract has been finally executed, after which those proposal guaranties, may be returned to the respective bidders whose proposals they accompany. The proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the City of Vallejo, of the first, second and third lowest responsible Bidders.
SECTION 4: SCOPE OF WORK

4-1.01 INTENT OF PLANS AND SPECIFICATIONS

All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the California Building Code; Title 24 of the California Code of Regulations; the California Electrical Code; the California Plumbing Code; Americans with Disabilities Act; and all other applicable codes, laws, rules or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Contractor agrees that immediately upon signing of the Contract, Contractor will diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Engineer in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract sum is based upon the more costly or expensive standard.

The intent of the plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract, and that the work performed under the Contract results in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the proposal shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents. Where the plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. The Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract to the highest possible standard of workmanship.

Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary, and the Engineer shall render his or her decisions thereon. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Engineer to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to City of Vallejo, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an
omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the City of Vallejo the reasonable cost, time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Engineer shall be final.

4-1.02 FINAL CLEANING UP

Before final inspection of the work, the Contractor shall clean the project site, material sites and all ground occupied by the Contractor in connection with the work of all rubbish, excess materials, falsework, temporary structures and equipment. All parts of the work shall be left in a neat and presentable condition. Full compensation for final cleaning up will be considered as included in the prices paid for the various Contract items of work and no separate payment will be made therefore.

4-1.03 CHANGES

The City reserves the right without changing the scope of work, to make such alterations deviations, additions to or deletions from the plans and Specifications, including but not limited to, the right to add or delete any portion of the work to be done with no additional compensation or change in lump sum or unit bid prices. The City also reserves the right without changing the scope of work, to increase or decrease the quantity of any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated. Such increases or decreases in quantities shall not be a basis for change in character of the work.

The City of Vallejo may request that Contractor provide City of Vallejo with estimated costs for proposed changes to the work. Contractor agrees to promptly provide City of Vallejo with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work and the time for completion. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract change order, Construction Change Directive, or arising from claims shall be determined by one or more of the following methods as elected by the City of Vallejo:

A. Lump Sum Price - By an acceptable lump sum price fixed in agreement between the City of Vallejo and the Contractor.

B. Unit Prices - By unit prices fixed by agreement between the City of Vallejo and the Contractor.

C. Force Account - By directing the Contractor to proceed with the work and to keep and present in such form as the City of Vallejo may direct, a correct account of the cost of the change, together with all vouchers therefor. The Contractor will be paid for labor, materials, equipment rental, etc. actually used
on change order work performed under Force Account as per Section 9-1.03 of these specifications.

The amount of payment agreed upon or, in the absence of agreement, selected by the City of Vallejo shall be set forth in the change order or construction change directive.

Upon receipt of a Contract change order authorized by the Engineer, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an authorized Contract change order therefor. In those cases, the Engineer will, as soon as practicable, issue a Contract change order for the ordered work and the provisions in Section 4-1.03A, "Procedure and Protest," shall be fully applicable to the subsequently issued Contract change order.

When the compensation for an item of work is subject to adjustment under the provisions of this Section 4-1.03, the Contractor shall, upon request, furnish the Engineer with adequate detailed cost data for that item of work. If the Contractor requests an adjustment in compensation for an item of work, the cost data shall be submitted with the request.

4-1.03A  PROCEDURE AND PROTEST

A Contract change order authorized by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an authorized Contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Engineer within 15 days after the receipt of the Contract change order. The protest shall state the points of disagreement, and the Contract specification references, quantities and costs involved. If a written protest is not submitted, payment will be made as set forth in the Contract change order, and Contractor agrees that payment shall constitute full compensation for all work included therein or required thereby. Unprotested Contract change orders will be considered as executed Contract change orders.

Where the protest concerning an authorized Contract change order relates to compensation, the compensation payable for all work specified or required by that Contract change order to which the protest relates will be determined as provided in Section 4-1.03D. The Contractor shall keep full and complete records of the cost of that work and shall permit the Engineer to have access thereto as may be necessary to assist in the determination of the compensation payable for that work.

Where the protest concerning an accepted Contract change order relates to the adjustment of Contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 8-1.07, "Liquidated Damages."

Proposed Contract change orders may be presented to the Contractor for consideration prior to authorization by the Engineer. If the Contractor signifies acceptance of the terms and conditions of the proposed Contract change order by executing the
document and if the Contract change order is accepted by the Engineer and issued to the Contractor, payment in accordance with the provisions as to compensation therein set forth shall constitute full compensation for all work included therein or required thereby. An accepted Contract change order shall supersede a proposed, but unaccepted, Contract change order covering the same work.

The Engineer may provide for an adjustment of compensation as to a Contract item of work included in a Contract change order determined as provided in Section 4-1.03D, if that item of work is eligible for an adjustment of compensation thereunder.

Change orders shall be in the form provided by City of Vallejo in the Contract Documents.

4-1.03B (NOT USED)
4-1.03C (NOT USED)
4-1.03D EXTRA WORK

New and unforeseen work will be classed as extra work when determined by the Engineer that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. In the event portions of this work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or Specifications.

The Contractor shall do the extra work and furnish all labor, material and equipment therefor upon receipt of an accepted Contract change order or other written order of the Engineer, and in the absence of an accepted Contract change order or other written order of the Engineer the Contractor shall not be entitled to payment for the extra work.

Payment for extra work required to be performed pursuant to the provisions in this Section 4-1.03D, in the absence of an executed Contract change order, will be made by force account as provided in Section 9-1.03; or as agreed to by the Contractor and the Engineer.

4-1.04 DETOURS

The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Contract Documents or as directed by the Engineer. Payment for this work will be made as set forth in the Contract Documents or at the Contract prices for the items of work involved if the work being performed is covered by Contract items of work and no other method of payment therefor is provided in the special provisions, otherwise the work will be paid for as extra work as provided in Section 4-1.03D.
The cost of repairing damage to detours caused by public traffic will be paid for as extra work as provided in Section 4-1.03D.

When public traffic is routed through the work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this work shall conform to and be paid for as provided in Section 7-1.08, "Public Convenience," unless otherwise specified in the special provisions.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.

The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until the detours are in satisfactory condition for use by public traffic.

Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult or costly, the Engineer shall have authority to regulate the Contractor's hauling over the detour.

4-1.05 USE OF MATERIALS FOUND ON THE WORK

Unless designated as selected material as provided in Section 19-2.07, "Selected Material," the Contractor, with the acceptance of the Engineer, may use in the proposed construction such stone, gravel, sand or other material suitable in the opinion of the Engineer as may be found in excavation. The Contractor will be paid for the excavation of those materials at the Contract price for the excavation, but the Contractor shall replace at the Contractor's expense with other suitable material all of that portion of the material so removed and used which was contemplated for use in the work, except that the Contractor need not replace, at the Contractor's expense, any material obtained from structure excavation used as structure backfill. No charge for materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the highway location that is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Engineer.
SECTION 5: CONTROL OF WORK

5-1.01 AUTHORITY OF ENGINEER

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation. The Engineer's decision shall be final, and the Engineer shall have authority to enforce and make effective those decisions and orders which the Contractor fails to carry out promptly.

5-1.02 PLANS AND WORKING DRAWINGS

The Contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract plans shall be in writing.

The Contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working drawing after it has been accepted by the Engineer.

Working drawings for any part of the permanent work shall include, but not be limited to stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the Specifications.

Working drawings for cribs, cofferdams, falsework, temporary support systems, haul bridges, centering and form work and for other temporary work and methods of construction the Contractor proposes to use, shall be submitted when required by the Contract Documents or ordered by the Engineer. Working drawings shall be subject to City of Vallejo review insofar as the details affect the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

Working drawings shall be reviewed by the Engineer before any work involving the drawings is performed. It is expressly understood that review of the Contractor's working drawings shall not relieve the Contractor of any responsibility under the Contract for the successful completion of the work in conformity with the requirements of the plans and Specifications. Review of working drawings shall not operate to waive any of the requirements of the plans and Specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the review.
Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the Contract items of work to which the drawings relate and no additional compensation will be allowed therefor.

5-1.02A TRENCH EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.01E, "Trench Safety." Excavation for any trench 1.5 m {5 feet} or more in depth shall not begin until the Contractor has prepared detailed plans for worker protection from the hazards of caving ground during the excavation of that trench. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least 3 weeks before the Contractor intends to begin excavation for the trench.

5-1.03 CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Contractor's work and materials shall strictly conform to the lines, grades, typical cross sections, dimensions and material requirements, including tolerances, required in the Contract Documents. Although measurement, sampling and testing may be considered evidence as to conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the plans and Specifications, and the Engineer's decision as to any allowable deviations therefrom shall be final.

5-1.04 COORDINATION AND INTERPRETATION OF PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS

These Standard Specifications, the Standard Plans, project plans, special provisions, Contract change orders and all supplementary documents are essential parts of the Contract, and a requirement occurring in one Contract Document is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete work.

In the event of a conflict between the plans, Specifications or special provisions, and Standard Plans and Specifications of the State of California, Business and Transportation Agency, Department of Transportation, May 2006 edition, City of Vallejo Regulations and Standard Specifications for Public Improvements, August 1992 edition, or Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007, the plans, Specifications or special provisions shall control. Project plans shall govern over Standard Plans; Standard Plans and project plans shall govern over the Standard
Specifications; and the special provisions shall govern over both these Standard Specifications and the plans. The specific shall control over the general.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply in writing to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference in writing shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

5-1.05A ORDER OF WORK

When required by the Contract Documents, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

5-1.05B HOURS OF WORK

Regular working hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays observed by the City. No work outside of the regular working hours shall be done unless previously requested by the Contractor in writing and approved by the Engineer in writing. Contractor is subject to reimbursing the City for the costs of providing inspection outside of regular working hours.

5-1.06 SUPERINTENDENCE

The Contractor shall designate in writing before starting work, an authorized representative who shall act as Superintendent and have the authority to represent and act for the Contractor. The Superintendent shall have responsibility for overall project operations and shall not be a “working foreman.”

When the Contractor is comprised of 2 or more persons, firms, partnerships or corporations functioning on a joint venture basis, the Contractor shall designate in writing before starting work, the name of one authorized representative who shall serve as the Superintendent. And shall have the authority to represent and act for the Contractor.

The Superintendent shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for
any emergency work which may be required.

Whenever the Contractor or the Contractor's Superintendent is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the foreman or other individual who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

5-1.07 LINES AND GRADES

Stakes or marks will be set by the Engineer as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in these Specifications, on the plans and in the special provisions.

When the Contractor requires the stakes or marks, the Contractor shall notify the Engineer of the requirements in writing a reasonable length of time in advance of starting operations that require the stakes or marks. In no event, shall a notice of less than 2 working days be considered a reasonable length of time.

Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks. This charge will be deducted from any moneys due or to become due the Contractor.

5-1.08 INSPECTION

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

Neither the inspection by an inspector, City of Vallejo, Engineer, nor any measurement, approved or unapproved modification, Submittals, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the City of Vallejo or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the State or Federal agency involved, or their authorized representative.
5-1.09  REMOVAL OF REJECTED AND UNAUTHORIZED WORK

All work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Engineer, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor’s expense.

Upon failure of the Contractor to comply promptly with any order of the Engineer made under this Section 5-1.09, the City of Vallejo may cause rejected or unauthorized work to be remedied, removed or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

5-1.10  EQUIPMENT AND PLANTS

Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

Plants shall be designed and constructed in accordance with general practice for the equipment and shall be of sufficient capacity to ensure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

The Contractor shall identify each piece of equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross mass of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross mass shall be either the manufacturer’s rated mass or the scale weight, expressed in metric units {United States Standard Measures}.

The make, model, serial number and manufacturer’s rated capacity in metric units {United States Standard Measures} for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked. Upon request of the Engineer, the Contractor shall furnish a statement by the manufacturer, designating sectional and weighbridge capacities of portable vehicle scales.
5-1.11 ALTERNATIVE EQUIPMENT

While certain of the Contract Documents may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting the request, may require the Contractor to furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

If permission is granted by the Engineer, it shall be understood that the permission is granted for the purpose of testing the quality of work actually produced by the equipment and is subject to continuous attainment of results which, in the opinion of the Engineer, are equal to, or better than, that which can be obtained with the equipment specified. The Engineer shall have the right to withdraw permission at any time that the Engineer determines that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of permission by the Engineer, the Contractor will be required to use the equipment originally specified and shall, in accordance with the directions of the Engineer, remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment.

The Contractor shall have any claim against the City of Vallejo for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of the permission.

Permission to use alternative equipment in place of equipment specified will only be granted where the equipment is new or improved and its use is deemed by the Engineer to be in furtherance of the purposes of this Section 5-1.11. The permission for use of particular equipment on any project shall in no way be considered as permission of the use of the equipment on any other project.

Nothing in this Section 5-1.11 shall relieve the Contractor of the responsibility for furnishing materials or producing finished work of the quality specified in the Contract Documents.

5-1.12 ALTERNATIVE METHODS OF CONSTRUCTION

Whenever the plans or Specifications provide that more than one specified method of construction or more than one specified type of material or construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to the Contractor, it is understood that the City of Vallejo does not guarantee that every or any specified method of construction or type of material or equipment can be used successfully.
throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the Contract price paid for the item of work involved and no additional compensation will be allowed therefor.

5-1.13 DIFFERING SITE CONDITIONS

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Contractor shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. Contractor agrees that failure to provide written notice to Engineer as required herein, or failure to otherwise abide by this Section, shall be a waiver by Contractor of any claim, demand, compensation or adjustment in the Contract time or working days.

No Contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any Contract adjustment warranted due to differing site conditions will be made in conformance with the provisions in Section 4-1.03, "Changes," except as otherwise provided.

5-1.14 CHARACTER OF WORKERS

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, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.
5-1.15 FINAL INSPECTION

When the work has been completed, the Engineer will make the final inspection.

5-1.16 MEANS AND METHODS

City of Vallejo will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility.

The City of Vallejo or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with City of Vallejo in all operations which coincide with other work being performed, and provide City of Vallejo with such scheduling and other information as may be required by City of Vallejo to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the City of Vallejo, causing delays or hindrance to each other, shall be referred to the Engineer for resolution.

The City of Vallejo shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.
SECTION 6: CONTROL OF MATERIALS

6-1 GENERAL

6-1.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

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

Only materials conforming to the requirements of the Contract Documents shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in the Contract Documents. The materials shall be manufactured, handled and used in a workmanlike manner to ensure completed work in accordance with the plans and Specifications.

Materials to be used in the work will be subject to inspection and tests by the Engineer or the Engineer's designated representative. The Contractor shall furnish without charge such samples as may be required.

The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a form acceptable to the Engineer and shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished to the listed sources in advance of their use. The Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the City of Vallejo shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before acceptance of the Contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by the Contractor.
6-1.02 CITY FURNISHED MATERIALS

Materials which are listed as City of Vallejo-furnished materials in the special provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Engineer for the delivery of City of Vallejo-furnished material at least 15 days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The City of Vallejo-furnished materials will be available to the Contractor free of charge will be designated in the special provisions. In those cases the materials shall be hauled to the site of the work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. All costs of handling and placing City of Vallejo-furnished material shall be considered as included in the price paid for the Contract item involving the City of Vallejo-furnished material.

The Contractor shall be responsible for all City of Vallejo-furnished materials furnished to the Contractor, and shall pay all demurrage and storage charges. City of Vallejo-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the City of Vallejo for the cost of replacing City of Vallejo-furnished material, and those costs may be deducted from any moneys due or to become due the Contractor. All City of Vallejo-furnished material that is not used on the work shall remain the property of the City of Vallejo and shall be delivered to the Engineer's designated location at no cost to the City.

6-1.03 STORAGE OF MATERIALS

Articles or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

6-1.04 DEFECTIVE MATERIALS

All materials which the Engineer has determined do not strictly conform to the requirements of the Contract Documents will be rejected whether in place or not. The rejected materials shall be removed immediately from the site of the work, unless otherwise permitted in writing by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless authorization in writing has been given by the Engineer. Upon failure of the Contractor to comply promptly with any order of the Engineer made under the provisions in this section, the Engineer shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due the Contractor.

If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the City of Vallejo agrees in writing to
accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Contract Change Order or otherwise reimburse City of Vallejo in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the City of Vallejo will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the City of Vallejo's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the City of Vallejo's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

Re-examination of any work may be ordered by the Engineer, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

6-1.05 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the Contract Documents, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalogue information. The use of an alternative article or material which is of equal or superior quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, and the Contractor shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials, and the Engineer's decision shall be final.

Whenever the Contract Documents permit the substitution of a similar or equivalent material or article, no tests or action relating to the acceptance of the substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Request for such substitution shall be made in writing by the Contractor within thirty (30) days of the Notice to Proceed. Failure by the Contractor to request substitution within thirty (30) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are authorized in writing by the Engineer, no deviations from the specifications shall be allowed.

6-1.06 PLANT INSPECTION

The Engineer may inspect the production of material or the manufacture of products at the source of supply.

Plant inspection, however, will not be undertaken until the Engineer is assured of the
cooperation and assistance of both the Contractor and the material producer. The Engineer or the Engineer's authorized representative shall have free entry at all times to those parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The City of Vallejo assumes no obligation to inspect materials at the source of supply.

6-1.07 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished prior to the use of any materials for which the Contract Documents require that a certificate be furnished. In addition, when so authorized in the Contract Documents, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract Documents. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

The City of Vallejo reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

6-1.08 FOREIGN MATERIALS

Materials which are manufactured, produced or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise required in the Contract Documents, where they shall be retained for a sufficient period of time to permit inspection, sampling and testing.

Attention is directed to the provisions in Section 8-1.07, "Liquidated Damages." The Contractor shall not be entitled to an extension of time for acts or events occurring outside of the United States, and it shall be the Contractor's responsibility to deliver materials obtained from outside of the United States to the point of entry into the continental United States in sufficient time to permit timely delivery to the job site.

The Contractor, at no cost to the City of Vallejo, shall supply the facilities and arrange for any testing required in California which the City of Vallejo is not equipped to perform. All testing by the Contractor shall be subject to witnessing by the Engineer.

The manufacturer, producer or fabricator of foreign material shall furnish to the
Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." In addition, certified mill test reports clearly identifiable to the lot of material shall be furnished where required in the Contract Documents or otherwise requested by the Engineer.

If the welding of steel for structural steel members or the casting and prestressing of precast, prestressed concrete members is to be performed outside of the United States, the following requirements shall apply:

A. The fabrication shall be performed only within the plants and by fabricators who have previously established, to the satisfaction of the Engineer, that they have the experience, knowledge, trained manpower, quality controls, equipment and other facilities required to produce the quality and quantity of work required. At the option of the Engineer, prequalification of the plant and fabricator will be established either by the submission of detailed written proof thereof or through in-plant inspection by the Engineer or the Engineer's representative, or both.

B. The Contractor shall make written application to the Engineer for acceptance for the foreign fabrication at the earliest possible time and in no case later than 50 days in advance of the planned start of fabrication. The application shall list the specific units or portion of a work which will be fabricated outside of the United States.

C. The Contractor shall advise the Engineer, in writing, at least 20 days in advance of the actual start of any of the foreign fabrication.

D. All documents pertaining to the Contract, including but not limited to, correspondence, bid documents, working drawings and data shall be written in the English language and all numerical data shall use the International System of Units (SI) (United States Standard Measures) for measurement.

The use of steel manufactured outside of the United States as unidentified stock material, as provided in Section 55-2.07, "Unidentified Stock Material," will not be allowed.

6-1.09 STATE SPECIFICATION NUMBERS

The State Specification number of material furnished on the Contract shall conform to the number specified in these Specifications or the special provisions for the material involved, except that material conforming to a later specification issue will be acceptable.

6-2 LOCAL MATERIALS

6-2.01 GENERAL

Local material is rock, sand, gravel, earth or other mineral material, other than local borrow or selected material, obtained or produced from sources in the vicinity of the
work specifically for use on the project. Local material does not include materials obtained from established commercial sources.

Local materials shall be furnished by the Contractor from any source the Contractor may elect, except that when mandatory local material sources of certain materials are designated in the Contract Documents, the Contractor shall furnish material from those designated mandatory sources.

The Contractor shall be responsible for making all arrangements necessary to obtain materials from any local material source other than a mandatory local material source. If the Contractor elects to obtain materials from a possible local material source, subject to the provisions in Section 6-2.02, "Possible Local Material Sources," the Contractor shall comply with the requirements of that section. If the Contractor elects to obtain material from any other non-mandatory source, the Contractor shall furnish the Engineer with satisfactory evidence that the Contractor has entered into an agreement with the property owner for obtaining material from that source and with copies of any necessary permits, licenses and environmental clearances before removing any material from those sources.

The furnishing of local materials from any source is subject to the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," and in Section 6-2, "Local Materials."

Unless described in the Contract Documents as a mandatory local material source, or authorized in writing by the Engineer, material sources shall not be excavated at locations where the resulting scars will present an unsightly appearance from any highway. No payment will be made for material obtained in violation of this provision.

The Contractor shall, at the Contractor's expense, make any arrangements necessary for hauling over local public and private roads from any source.

When requested by the Contractor in writing, the City of Vallejo will test materials from any local material source, which has not been previously tested, at Contractor's cost and expense.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in conforming to the provisions in this Section 6-2.01, for furnishing and producing materials from any source shall be considered as included in the price paid for the Contract item of work involving the material and no additional compensation will be allowed therefor.

6-2.02 POSSIBLE LOCAL MATERIAL SOURCES

Where the City of Vallejo has made arrangements with owners of land in the vicinity of a project for the obtaining of material from an owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to obtain material from that property. Bidders or Contractors may, upon written request, inspect the documents evidencing those arrangements between property owners and the City.
of Vallejo. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Arrangements made by the City of Vallejo are not a part of the Contract, and it is expressly understood and agreed that the City of Vallejo assumes no responsibility to the Bidder or Contractor whatsoever in respect to the arrangements made with the property owner to obtain materials therefrom and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quality or quantity of materials that can be obtained or produced from the property or the type or extent of processing that may be required in order to produce material conforming to the requirements of the Contract Documents.

In those instances in which the City of Vallejo has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation may include the documents setting forth the arrangement made with some of the property owners for the obtaining of material from those owners' properties. The inclusion of these documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-2.02 concerning the documents.

All necessary permits, licenses and environmental clearances needed to enable the Contractor to use a possible local material source for which the "Materials Information" compilation for the project does not include permits, licenses and environmental clearances issued to the City of Vallejo (whether or not the arrangement made by the City of Vallejo with the owner of the property is included in the compilation) shall be obtained by the Contractor, and copies thereof shall be furnished the Engineer before any material is removed from the source.

The Bidder and Contractor shall make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quality and quantity of materials available from the property, the type and extent of processing that may be required in order to produce material conforming to the requirements of the Contract Documents and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to obtain materials from any such property owner's property, no material may be obtained from the property unless the Contractor has first either:

A. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City of Vallejo and the property owner, or
B. Entered into an agreement with the owner of the material source on any terms mutually agreeable to the owner and the Contractor, provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of Vallejo of any and all obligations under the City of Vallejo's arrangement with the owner.

If the Contractor elects to obtain material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City of Vallejo, and the Contractor shall pay the charges as are provided for in the arrangement made by the City of Vallejo with the property owner. Deductions will be made from any moneys due or that may become due the Contractor under the Contract sufficient to cover the charges for the material removed.

If the Contractor elects to obtain material under (2), the Contractor shall pay the charges as are provided for in the agreement between the owner and the Contractor, and deductions will not be made from any moneys due or that may become due the Contractor under the Contract to cover the charges.

Before acceptance of the Contract, the Engineer may require the Contractor to submit written evidence that the owner of the material source is satisfied that the Contractor has satisfactorily complied with the provisions of either— (1), the arrangement between the City of Vallejo and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and producing specified materials from possible local material sources, including the construction of any access roads or fences and any clearing, grubbing and stripping of material sources, and all processing of whatever nature and extent required, shall be considered as included in the price paid for the Contract item of work involving the material and no additional compensation will be allowed therefor.

6-2.03 MANDATORY LOCAL MATERIAL SOURCES

The Contractor shall perform all work required to obtain and produce acceptable materials from the mandatory local material sources designated in the Contract Documents and shall have no right to obtain the materials from any other source or sources. As part of the work in producing acceptable materials from the mandatory sources, it will be necessary for the Contractor to perform certain processing of the material as set forth in the Contract Documents. Any processing of the material required in addition to that specified in the Contract Documents which, in the opinion of the Engineer, is necessary to produce acceptable material from the mandatory sources will be paid for as extra work as provided in Section 4-1.03D.

If the Engineer determines that the designated mandatory local material source or sources are no longer to be used because they are exhausted or for other reasons, the Engineer will designate an alternative mandatory local material source or sources from which the Contractor shall obtain the balance of the material required.
In this case the City of Vallejo will pay the Contractor for the cost of moving the Contractor's plant to the new mandatory source and erecting the plant as extra work as provided in Section 4-1.03D. Construction of access roads, fences, clearing and grubbing or stripping of the new mandatory source, ordered by the Engineer to be performed, will be paid for as extra work as provided in Section 4-1.03D. The City of Vallejo will also allow or deduct, as the case may be, the increase or decrease in haul cost due to an increase or decrease in the length of haul involved. Increased haul costs will be paid for as extra work as provided in Section 4-1.03D, and deductions for decreased haul will be determined in the same manner. No allowance or additional compensation will be made for lost time or for delay in completing the work due to moving the Contractor's plant from the designated mandatory source to the alternative mandatory source, other than an extension of time pursuant to the provisions in Section 8-1.07, "Liquidated Damages." Any processing of the material required in addition to that specified in the special provisions for the originally designated mandatory source which, in the opinion of the Engineer, is necessary to produce acceptable material from the alternative mandatory source will be paid for as extra work as provided in Section 4-1.03D. The Contractor will be charged the same royalty as provided in the special provisions for the original designated mandatory local material source.

The Contractor shall, prior to entering a mandatory local material source or an alternative mandatory local material source, execute a document that will guarantee to hold the owner of the property harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises. The document will be prepared by the Engineer for execution by the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in obtaining and producing specified materials from mandatory sources, including the construction of any access roads or fences and any clearing, grubbing and stripping of mandatory local material sources, except as otherwise provided for in this Section 6-2.03, shall be considered as included in the price paid for the Contract item of work involving the material and no additional compensation will be allowed therefor.

6-3 TESTING

6-3.01 GENERAL

All materials incorporated in the project shall meet the requirements of tests specified in the Standard Specifications and other minimum requirements specified herein or in the Contract documents.

The Contractor shall furnish written laboratory reports from a reputable testing or inspection agency, or written certification from the manufacturer as to compliance with the Specifications as to the composition, durability and performance of the all materials used in the project. Certain specification sections may require special items or materials to be included in the submittal. Reference is made to the technical
specifications Section D for specific instructions.

These reports on any material must be submitted to the Engineer in writing and approved by the Engineer before incorporating that material in the work. All materials shall be adequately identified by tags or other means as that material which has been tested and approved. Lack of proper identification shall be considered adequate cause for rejection of any material, which cannot be properly inspected on the job.

The City reserves the right to make such additional inspections or tests as it may require prior to acceptance of any materials, and also reserves the right to reject any material previously approved because of serious defects or damage discovered subsequent to such acceptance. Any material rejected by the City shall immediately be removed from the job site, and no payment will be allowed therefor.

The Contractor shall bear the expense for all unsatisfactory tests and deductions will be made from any moneys due or to become due the Contractor, sufficient to cover the cost of the tests.

Unless otherwise specified, all tests shall be performed in accordance with the methods used by the City of Vallejo Department of Public Works and shall be made by the Engineer or the Engineer's designated representative.

The State of California has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Specifications as California Test. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever the Specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

<table>
<thead>
<tr>
<th>Properties</th>
<th>California Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relative Compaction</td>
<td>216 or 231</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td>Resistance (R-value)</td>
<td>301</td>
</tr>
<tr>
<td>Grading (Sieve Analysis)</td>
<td>202</td>
</tr>
<tr>
<td>Durability Index</td>
<td>229</td>
</tr>
</tbody>
</table>

Whenever a reference is made in the Specifications to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.

Whenever the Specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.
Whenever a reference is made in the Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Notice to Contractors for the work is dated. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in Section 6, "Control of Materials," and shall not constitute a waiver of the City of Vallejo's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-2.07, "Unidentified Stock Material."

When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to acceptance by the Engineer, except as provided in Section 6-1.07, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, the samples will not be considered for testing.

6-3.02 TESTING BY CONTRACTOR

The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.
SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY

7-1.01 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all the Contractor's agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City of Vallejo, and all officers and employees thereof connected with the work, including but not limited to the Director and the Engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. If any discrepancy or inconsistency is discovered in the Contract Documents for the work in relation to any law, ordinance, regulation, order or decree, each Bidder and the Contractor shall forthwith report the same to the Engineer in writing.

7-1.01A LABOR CODE REQUIREMENTS

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

7-1.01A(1) HOURS OF LABOR

Eight hours labor constitutes a legal day's work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, $25 for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

7-1.01A(2) PREVAILING WAGE

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the City of Vallejo or political subdivision on whose behalf the Contract is made or awarded a penalty of not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the
Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

A. The Contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

B. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

C. Upon becoming aware of the subcontractor’s failure to pay the specified prevailing rate of wages to the subcontractor’s workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

D. Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor’s employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that
employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City of Vallejo did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City of Vallejo. These moneys shall be retained by the City of Vallejo pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City of Vallejo has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Vallejo, Department of Public Works. General prevailing wage rates are also available from the California State Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for work performed after this date has been determined. If work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least 10 days prior to the date of the Notice to Contractors for the project.
The City of Vallejo will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City of Vallejo on the Contract by Contractor.

7-1.01A(2)(A) TRAVEL AND SUBSISTENCE PAYMENTS

Attention is directed to the requirements in Section 1773.8 of the Labor Code. The Contractor shall make travel and subsistence payments to each workman, needed to execute the work, in conformance with the requirements in Labor Code Section 1773.8.

Full compensation for conforming to the requirement 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, therefore.

7-1.01A(3) PAYROLL RECORDS

Attention is directed to the requirements in Labor Code Section 1776, a portion of which is quoted below. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations.

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

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

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

B. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a
representative of the body awarding the Contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

D. A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated.

F. The Contractor shall inform the body awarding the Contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

G. The Contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the requirements in Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

A copy of all payrolls shall be submitted weekly to the Engineer unless otherwise specified by the Engineer in writing. Payrolls shall contain the full name, address and social security number of each employee, the employee's correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which that name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or the employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by the City of Vallejo or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City of Vallejo may retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of Mobilization) during the month from the next monthly estimate, except that this retention shall not exceed $10,000 nor be less than $1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the Contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

7-1.01A(4) LABOR NONDISCRIMINATION

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

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

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.
NONDISCRIMINATION CLAUSE

“During the performance of this Contract, Contractor and its
SUBCONTRACTORS shall not unlawfully discriminate against any employee or
applicant for employment because of race, religion, color, national origin,
ancestry, physical handicap, medical condition, marital status, age (over 40) or
sex. Contractors and SUBCONTRACTORS shall ensure that the evaluation and
treatment of their employees and applicants for employment are free of such
discrimination. Contractors and SUBCONTRACTORS shall comply with the
provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990
et seq.) and the applicable regulations promulgated thereunder (California Code
of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the
Fair Employment and Housing Commission implementing Government Code,
Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California
Code of Regulations are incorporated into this Contract by reference and made a
part hereof as if set forth in full. Contractor and its SUBCONTRACTORS shall
give written notice of their obligations under this clause to labor organizations
with which they have a collective bargaining or other agreement.”

The Contractor shall include the nondiscrimination and compliance provisions of this
clause in all subcontracts to perform work under the Contract.

7-1.01A(5) APPRENTICES

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor
Code and Title 8, California Code of Regulations Section 200 et seq. To ensure
compliance and complete understanding of the law regarding apprentices, and
specifically the required ratio thereunder, each Contractor or subcontractor should,
where some question exists, contact the Division of Apprenticeship Standards, 455
Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to
commencement of work on the public works Contract. Responsibility for compliance
with this section lies with the Contractor.

It is City of Vallejo policy to encourage the employment and training of apprentices on
public works Contracts as may be permitted under local apprenticeship standards.

A. Only registered apprentices within a written agreement in an approved
apprentice-training program providing no less than 2,000 hours of continuous
employment and education are eligible for employment on public works (in
compliance with Labor Section 3077).

B. A contractor is no longer required to submit Form DAS-7, but must submit award
information to the local applicable joint apprenticeship committee. The award
information must include:

• an estimate of the journeyman hours;
• the number of apprentices to be employed; and

• the approximate dates of apprentice employment.

C. The minimum statutory 1:5 hourly ratio of work stipulates that no less than one hour of apprentice work for every five hours of journeyman labor on any day of work. (Any journeyman work performed beyond 8 hours per day or 40 hours per week shall not be used to calculate the hourly ratio).

This section shall not apply to specialty contractors or general contractors whose contracts involve less than Thirty Thousand Dollars ($30,000.00) or 20 working days.

The Division of Apprenticeship Standards may grant a certificate exempting the contractor from the minimum 1:5 hourly ratios under any one of the following:

Unemployment exceeds an average of 15% in the area for the previous 3-month period;

The number of apprentices in training in such area exceeds a ratio of 1:5;

The apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either locally or statewide;

The specific task would jeopardize the apprentice's life or public safety or no training can be provided to an apprentice by a journeyman for the specific task.

D. Apprentices employed on public works projects can only be assigned to perform work of the craft or trade to which the apprentice is registered.

E. All contractors with employees in any apprentice able occupation, regardless of the actual employment of journeymen or apprentices for the awarded public work, must either contribute to the local training trust fund or to the California Apprenticeship Council, P.O. Box 603, San Francisco, CA 94101 (as set forth in Section 227).

F. All violations of Section 1777.5 shall pay a civil penalty of Fifty Dollars ($50.00) for each calendar day of noncompliance.

All willful violations of Section 1777.5 shall pay the $50.00 fine for each calendar day of noncompliance and shall be denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and up to three years for any additional violations.

Compliance disputes arising under Section 177.5 shall be adjudicated under 8 California Code of Regulations, Article 1.

G. Within five (5) days of a public works contract award, the awarding agency must
send a copy of the award to the Division of Apprenticeship Standards under Section 1773.3.

Within five (5) days of finding any discrepancy regarding the hourly ratio of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

H. The Contractor shall be responsible for compliance for all apprentice able occupations within these sections.

7-1.01A(6) WORKERS' COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

This certification is incorporated in the Contract by reference, and signature and return of the Contract as provided in Section 3-1.03, "Execution of Contract," shall constitute signing and filing of the certificate.

7-1.01A(7) SUITS TO RECOVER PENALTIES AND FORFEITURES

Attention is directed to Sections 1730 to 1733, inclusive, of the Labor Code concerning suits to recover amounts withheld from payment for failure to comply with requirements of the Labor Code or Contract provisions based on those laws.

Those sections provide that a suit on the Contract for alleged breach thereof in not making the payment is the exclusive remedy of the Contractor or the Contractor's assignees with reference to amounts withheld for those penalties or forfeitures; and that the suit must be commenced and actual notice thereof received by the awarding authority prior to 90 days after completion of the Contract and the formal acceptance of the job.

7-1.01B FAIR LABOR STANDARDS ACT

The attention of Bidders is invited to the fact that the City of Vallejo has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in highway construction work are required to meet the provisions of the Fair Labor Standards Act of 1938 and as amended (52 Stat. 1060).
7-1.01C CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors. Contractor shall be properly licensed at all times during the performance of the work and performance of the Contract.

All Bidders and Contractors shall be licensed in accordance with the laws of this State and any bidder or Contractor not so licensed is subject to the penalties imposed by those laws.

Attention is also directed to the requirements in Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

7-1.01D VEHICLE CODE

Pursuant to the authority contained in Vehicle Code Section 591, the City of Vallejo has determined that within those areas that are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code.

Attention is directed to the statement in Vehicle Code Section 591 that this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

7-1.01E TRENCH SAFETY

Attention is directed to the requirements in Section 6705 of the Labor Code concerning trench excavation safety plans.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, waste water, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.
In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design 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 trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, Section 1539, Permits and Section 1540 et seq., Excavation.

7-1.01F AIR POLLUTION CONTROL

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned, either inside or outside the highway right of way.

7-1.01G WATER POLLUTION

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule operations so as to avoid or minimize muddying and silting of streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

In order to provide effective and continuous control of water pollution it may be necessary for the Contractor to perform the Contract work in small or multiple units, on an out of phase schedule, and with modified construction procedures. The Contractor shall provide temporary water pollution control measures, including but not limited to, dikes, basins, ditches, and applying straw and seed, which become necessary as a result of the Contractor’s operations. The Contractor shall coordinate water pollution control work with all other work done on the Contract.

Before starting any work on the project, the Contractor shall submit, for acceptance by the Engineer, a program to control water pollution effectively during construction of the project. The program shall show the schedule for the erosion control work included in the Contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of the operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that
specifically authorized in writing by the Engineer, until the program has been reviewed and accepted.

If the measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may direct the Contractor to revise the operations and the water pollution control program. No further work shall be performed on those items until the water pollution control measures are adequate and, if also required, a revised water pollution control program has been reviewed and accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program.

The City of Vallejo will not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

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

Unless otherwise authorized by the Engineer in writing, the Contractor shall not expose a total area of redouble earth material, which may cause water pollution, exceeding 70 000 m² (750,000 square feet) for each separate location, operation or spread of equipment before either temporary or permanent erosion control measures are accomplished.

Where erosion which will cause water pollution is probable due to the nature of the material or the season of the year, the Contractor's operations shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

Nothing in the terms of the Contract Documents nor in the provisions in this Section 7-1.01G shall relieve the Contractor of the responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code, or other applicable statutes relating to prevention or abatement of water pollution.

When borrow material is obtained from other than commercially operated sources, erosion of the borrow site during and after completion of the work shall not result in water pollution. The material source shall be finished, where practicable, so that water will not collect or stand therein.

The requirements of this section shall apply to all work performed under the Contract and to all non-commercially operated borrow or disposal sites used for the project.
The Contractor shall also conform to the following provisions:

A. Where working areas encroach on live streams, barriers adequate to prevent the flow of muddy water into streams shall be constructed and maintained between working areas and streams, and during construction of the barriers, muddying of streams shall be held to a minimum.

B. Removal of material from beneath a flowing stream shall not be commenced until adequate means, such as a bypass channel, are provided to carry the stream free from mud or silt around the removal operations.

C. Should the Contractor's operations require transportation of materials across live streams, the operations shall be conducted without muddying the stream. Mechanized equipment shall not be operated in the stream channels of the live streams except as may be necessary to construct crossings or barriers and fills at channel changes.

D. Water containing mud or silt from aggregate washing or other operations shall be treated by filtration, or retention in a settling pond, or ponds, adequate to prevent muddy water from entering live streams.

E. Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter or be placed where they will later enter a live stream.

F. Portland cement or fresh Portland cement concrete shall not be allowed to enter flowing water of streams.

G. When operations are completed, the flow of streams shall be returned as nearly as possible to a meandering thread without creating possible future bank erosion, and settling pond sites shall be graded so they will drain and will blend in with the surrounding terrain.

H. Material derived from roadway work shall not be deposited in a live stream channel where it could be washed away by high stream flows.

I. Where there is possible migration of anadromous fish in streams affected by construction on the project, the Contractor shall conduct work operations so as to allow free passage of the migratory fish.

Compliance with the provisions in this section shall in no way relieve the Contractor from the responsibility to comply with the other provisions of the Contract, in particular the responsibility for damage and for preservation of property.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.
7-1.01H  USE OF PESTICIDES

The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, City of Vallejo Standard Specifications and all other agencies which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

7-1.01I  SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

The Contractor shall comply with all sound control and noise level laws, rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor’s operations, between the hours of 9:00 p.m. and 7:00 a.m. shall not exceed 50 dBA and between the hours of 7:00 a.m. and 9:00 p.m. shall not exceed 80 dBA at a distance of 50 feet.

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

Full compensation for conforming to the requirements 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 therefore.
7-1.01J ASSIGNMENT OF ANTITRUST ACTIONS

The Contractor's attention is directed to the following requirements in Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to the Contractor and the Contractor's subcontractors:

"In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

7-1.02 LOAD LIMITATIONS

Unless expressly permitted in the special provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project, whether or not the area is subject to weight limitations under Section 7-1.01D, "Vehicle Code," except as hereinafter provided in this Section 7-1.02.

After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, Portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of
spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 300 m {1,000 feet} ahead of spreading equipment except in locations where Specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by Specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.

Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:

Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

Cross bridge structures that are not open to public traffic and which are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:

The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 12 700 kg {28,000 pounds} for single axles, (2) 21 700 kg {48,000 pounds} for tandem axles, nor (3) 27 200 kg {60,000 pounds} total gross load for single vehicles or 50 000 kg {110,000 pounds} total gross load for truck and trailer or semi-trailer combinations.

The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

<table>
<thead>
<tr>
<th>Spacing of Bridge Girders (center to center in meters (feet))</th>
<th>Maximum Axle Loading (in kilograms {pounds})</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2 {4}</td>
<td>12 700 {28,000}</td>
</tr>
<tr>
<td>1.5 {5}</td>
<td>13 100 {29,000}</td>
</tr>
<tr>
<td>1.8 {6}</td>
<td>13 600 {30,000}</td>
</tr>
<tr>
<td>2.1 {7}</td>
<td>14 500 {32,000}</td>
</tr>
</tbody>
</table>
Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public, in accordance with the limitations and conditions in the "Permit Policy" of the City of Vallejo of Transportation.

Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the plans. If the conditions are not set forth on the plans, the provisions in the first paragraph in this Section 7-1.02 will apply.

Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Contract, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 59 000 kg {130,000 pounds} per single axle or pair of axles less than 2.4 m {8 feet} apart, or above 149 000 kg {330,000 pounds} total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statements in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for

<table>
<thead>
<tr>
<th>Minimum axle spacing:</th>
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<tbody>
<tr>
<td>For 3-axle earthmovers</td>
<td></td>
</tr>
<tr>
<td>Axles 1 to 2 = 2.4 m {8 feet}</td>
<td></td>
</tr>
<tr>
<td>Axles 2 to 3 = 6.1 m {20 feet}</td>
<td></td>
</tr>
<tr>
<td>For 2-axle earthmovers</td>
<td></td>
</tr>
<tr>
<td>Axles 1 to 2 = 6.1 m {20 feet}</td>
<td></td>
</tr>
</tbody>
</table>
safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

7-1.03 PAYMENT OF TAXES

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate or any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the City of Vallejo, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

7-1.04 PERMITS AND LICENSES

The City will waive all required City of Vallejo permit fees for this project.

The Contractor and all subcontractors shall obtain and keep current for the duration of the project a City of Vallejo Business License.

The Contractor shall give all notices required by and comply with all laws, codes, ordinances and regulations. Before installing any work, the Contractor shall carefully examine the Contract Documents for compliance with all laws, codes, ordinances and regulations and shall immediately report any discrepancy to the Engineer.

Should the Contractor proceed with the construction and/or install any utility variance, notwithstanding the fact that such installation is in compliance with the Contract Documents, or should the Contractor install any work not in compliance with all laws, codes, ordinances and regulations, the Contractor shall remove such work without cost to the City of Vallejo.

The Contractor shall commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this contract.

The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City of Vallejo has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act or any other authority, the Contractor shall comply with the provisions of those permits, licenses and other authorizations.
7-1.05 PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and save harmless the City of Vallejo, the Director, the Engineer, and their duly authorized representatives, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

7-1.06 SAFETY AND HEALTH PROVISIONS

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California.

Working areas utilized by the Contractor to perform work during the hours of darkness, shall be lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

Full compensation for conforming to the provisions in this section shall be considered as included in the Contract prices paid for the various items of work involved and no separate payment will be made therefor.

7-1.07 (BLANK)

7-1.08 PUBLIC CONVENIENCE

This Section 7-1.08 defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with the Contractor's operations.

Attention is directed to Section 4-1.04, "Detours," for provisions relating to the passage of traffic around the work over detours.

Attention is directed to Section 7-1.09, "Public Safety," for provisions relating to the Contractor's responsibility for the safety of the public. The provisions in Section 7-1.09 are in addition to the provisions in this Section 7-1.08, and the Contractor will not be relieved of the responsibilities as set forth in Section 7-1.09 by reason of conformance with any of the provisions in this Section 7-1.08.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions in this Section 7-1.08 and Section 7-1.09.

In the event of a suspension of the work, attention is directed to Section 8-1.05, "Temporary Suspension of Work."
The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered. Except as otherwise provided for construction area signs in Section 12, "Construction Area Traffic Control Devices," furnishing, installing and removing covers will be paid for as extra work as provided in Section 4-1.03D.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.

After the surface of the roadbed has been brought to a smooth and even condition for
the passage of public traffic as above provided, any work ordered by the Engineer for
the accommodation of public traffic prior to commencing subgrade operations will be
paid for as extra work as provided in Section 4-1.03D. After subgrade preparation for a
specified layer of material has been completed, the Contractor shall, at the Contractor's
expense, repair any damage to the roadbed or completed subgrade, including damage
carred by the Contractor's operations or use by public traffic.

While subgrade and paving operations are underway, public traffic shall be permitted to
use the shoulders and, if half-width paving methods are used, shall also be permitted to
use the side of the roadbed opposite the one under construction. When sufficient width
is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall
be kept open at locations where subgrade and paving operations are in active progress.
Any shaping of shoulders or reshaping of subgrade necessary for the accommodation
of public traffic thereon during subgrade preparation and paving operations will be paid
for as extra work as provided in Section 4-1.03D.

When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and
flaggers for the purpose of expediting the passage of public traffic through the work
under one-way controls, and the cost thereof will be paid for as extra work as provided
in Section 4-1.03D, except that the cost of flaggers furnished for this purpose will be
paid for as provided in Section 12-2.02, "Flagging Costs." At locations where traffic is
being routed through construction under one-way controls and when ordered by the
Engineer, the movement of the Contractor's equipment from one portion of the work to
another shall be governed in accordance with the one-way controls.

Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or
prevention of dust nuisance as provided in Section 10, "Dust Control."

In order to expedite the passage of public traffic through or around the work and where
ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary
railing (Type K), barricades and other facilities for the sole convenience and direction of
public traffic. Also where directed by the Engineer, the Contractor shall furnish
competent flaggers whose sole duties shall consist of directing the movement of public
traffic through or around the work. The cost of furnishing and installing the signs, lights,
flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as
separate Contract items, will be paid for as extra work as provided in Section 4-1.03D.

The cost of furnishing flaggers for the sole convenience and direction of public traffic
will be paid for as provided in Section 12-2.02, "Flagging Costs."

The Contractor will be required to pay the cost of replacing or repairing all facilities
installed under extra work for the convenience or direction or warning of public traffic
that are lost while in the Contractor's custody, or are damaged by reason of the
Contractor's operations to such an extent as to require replacement or repair, and
deductions from any moneys due or to become due the Contractor will be made to
cover the cost.
Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the Contract nor will the Contractor be relieved of cleanup and finishing operations.

Except as otherwise provided in this Section 7-1.08 or in the special provisions, full compensation for conforming to the provisions in this Section 7-1.08 shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

Contractor shall furnish, install and maintain all traffic warning and directional signs necessary to maintain the facility in a passable condition at all times. Traffic control shall meet the requirements of the latest State of California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones. The contractor shall submit a Traffic Control Plan for review and acceptance by the Engineer at the pre-construction meeting.

The Contractor shall designate in writing the name, address and telephone number of the employee and the superintendent to contact after working hours for the proper maintenance of barriers and signs.

Barricades of the flashing beacon variety shall be placed at each excavation site and left until the Engineer deems there is no longer a hazard.

Full compensation for furnishing all flag persons necessary for the direction of public traffic either through or around the work shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

7-1.09 PUBLIC SAFETY

It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.

Attention is directed to Section 7-1.12, "Indemnification and Insurance."

Attention is directed to Section 7-1.08, "Public Convenience," for provisions relating to the Contractor's responsibility for providing for the convenience of the public in connection with the Contractor's operations.

Attention is directed to Section 12, "Construction Area Traffic Control Devices," for provisions concerning flagging and traffic-handling equipment and devices used in carrying out the provisions of Section 7-1.08 and this Section 7-1.09.
Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the City of Vallejo, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Contract Documents.

The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and payment therefor will be made as provided in Section 12-2.02, "Flagging Costs."

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current Manual of Traffic Controls. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Specifications. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.

The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.

Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.

The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," and as provided in the special provisions.
The Contractor shall notify the Engineer not less than 15 days before the anticipated start of each falsework and girder erection operation whenever the falsework or girders will reduce clearances available to public traffic.

Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 1.2 m (4 feet) beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated in conformance with the provisions in Section 86-6.11, "Falsework Lighting."

Where the height of vehicular openings through falsework is less than 4.6 m (15 feet), a W34B "Vertical Clearance" sign shall be provided above each opening facing approaching traffic. The signs shall have black letters and numbers on an orange reflectorized background and shall be illuminated so that the signs are clearly visible. The minimum height of the letters and numbers shall be 150 mm (6 inches) and 250 mm (10 inches), respectively.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Temporary facilities which the Contractor uses to perform the work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for review pursuant to Section 5-1.02, "Plans and Working Drawings." The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and accepted the drawings.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities by extra work as provided in Section 7-1.08, "Public
Convenience," or by Contract item as provided in Section 12, "Construction Area Traffic Control Devices," shall in nowise relieve the Contractor from the responsibility as provided in this Section 7-1.09.

Except as otherwise provided in this Section 7-1.09 or in the special provisions, full compensation for conforming to all of the provisions in this Section 7-1.09 shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

The Contractor shall note that the work may be performed on or in the vicinity of private property. The Contractor shall, at all times, remove all litter, debris, and construction waste, minimize noise, dust, standing water, vibrations, hazardous conditions and provide safe access to these properties. The Contractor is prohibited from using any and all privately owned utilities. The Contractor’s materials and equipment shall not be stored upon private property without written approval from the resident and/or owner.

Construction on private property during overtime, weekend, holiday or any other irregular period shall be performed only when the Contractor has requested and received written approval from the adjacent residents and the City Engineer.

No separate payment shall be made for the above considerations. Full compensation for the above construction restrictions shall be considered as included in the price paid for the various items of work involved.

7-1.10 USE OF EXPLOSIVES

Explosives shall not be used unless explicitly required in the Contract documents.

When explosives are used, the Contractor shall exercise the utmost care not to endanger life or property.

In advance of doing any blasting work within 60 m {200 feet} of any railroad’s tracks or structures, the Contractor shall notify the railroad of the location, date, time and approximate duration of the blasting operations.

7-1.11 PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.12, "Indemnification and Insurance," and to Section 8-1.10, "Utility and Non-Highway Facilities." Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and
install suitable safeguards, accepted by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the Contract, if any of the objects are a part of the work being performed under the Contract. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the Contract.

The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of the responsibility under Section 8-1.10, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

Any damage to private property caused by the Contractor and adjudged to be the responsibility of the Contractor by the Engineer shall be rectified to the satisfaction of the Engineer within a reasonable time, depending upon the extent of the damage. Said reasonable time shall be as determined by the Engineer, and if the condition is not rectified, the Engineer shall have the power and authority to rectify said damage and the cost thereof to be paid for by the Contractor, either by direct payment to the City of Vallejo, or by deducting said amount from moneys due the Contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section 7-1.11, shall be considered as included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefor.

7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the City of Vallejo and the requirements for insurance shall conform to the provisions in Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless City of Vallejo (including its inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys’ fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to,
any employees or agents of Contractor, City of Vallejo, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, City of Vallejo, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;

C. Alleged infringement of any patent rights which may be brought arising out of Contractor's work;

D. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;

E. Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;

F. Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,

G. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of City of Vallejo will not include indemnification for claims which arise as the result of the active negligence of City of Vallejo, or the sole negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to City, or for defects in design furnished by such persons.

7-1.12B INSURANCE

Insurance shall conform to the following requirements: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or SUBCONTRACTORS. Such insurance shall not be construed to relieve the Contractor of any liability in excess of such coverage. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:
1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office from number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **General Liability**: $5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers Liability**: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insured Retention

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. **General Liability and Automobile Liability Coverage**
   
   i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's
general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

iv. The Contractor's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and accepted by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
G. Subcontractors

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

H. Builder's Risk Insurance

The Contractor shall effect and maintain in the name of the Contractor and the City, "All Risk" Builders Risk Insurance upon the entire work of this contract to 100% of replacement cost valuation thereof, including items of labor and materials in place including surplus miscellaneous materials and supplies incident to the work, and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is not included in the cost of the work.

I. Exclusions

This insurance does not cover tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms rented or owned by the Contractor, the capital value of which is not included in the cost of the work or any shanties or other structures erected for the sole convenience of the workers.

7-1.12B(4) ENFORCEMENT

The City of Vallejo may take any steps as are necessary to assure Contractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the Contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish the City of Vallejo with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of Contract. In the event the Contractor fails to maintain any insurance coverage required, the City of Vallejo may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate Contractor’s control over the work. The required insurance shall be subject to the review and acceptance of City of Vallejo, but any acceptance of insurance certificates by the City of Vallejo shall in no way limit or relieve the Contractor of the Contractor's duties and responsibilities under the Contract to indemnify, defend and hold harmless the City of Vallejo, its officers, agents, and employees. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the City of Vallejo from taking other actions as is available to it under any other provision of the Contract or law. Failure of the City of Vallejo to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.
7-1.12B(5) SELF-INSURANCE

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and acceptance by the City of Vallejo of evidence of the Contractor's financial capacity to respond. Additionally, self-insurance programs or retentions must provide the City of Vallejo with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

7-1.12B(6) MISCELLANEOUS

Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of these Standard Specifications, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

7-1.125 LEGAL ACTIONS AGAINST THE CITY OF VALLEJO

In the event litigation is brought against the City of Vallejo concerning compliance by the City of Vallejo with State or Federal laws, rules or regulations applicable to public works construction, the provisions of this Section 7-1.125 shall apply.

A. If, pursuant to court order, the City of Vallejo prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," unless the Contract is terminated as hereinafter provided.

B. If, pursuant to court order (other than an order to show cause) the City of Vallejo is prohibited from requiring the Contractor to perform all or any portion of the work, the City of Vallejo may, if it so elects, eliminate the enjoined work pursuant to Section 4-1.03, "Changes," or terminate the Contract.

C. If the final judgment in the action prohibits the City of Vallejo from requiring the Contractor to perform all or any portion of the work, the City of Vallejo will either eliminate the enjoined work pursuant to Section 4-1.03, "Changes," or terminate the Contract.

D. If the Contract is to be terminated, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions in Section 8-1.11, "Termination of Contract."

7-1.13 DISPOSAL OF MATERIAL OUTSIDE THE PUBLIC RIGHT OF WAY

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City of Vallejo, or, if material is to be disposed of and the City of Vallejo has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the public right of way and shall pay all costs involved. Arrangements shall include, but not be
limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the public right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site(s) involved and has obtained the appropriate permits, licenses and clearances.

When any material is to be disposed of outside the public right of way, and the City of Vallejo has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City of Vallejo from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from public view, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Where the City of Vallejo has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all Bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City of Vallejo. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the Contract and it is expressly understood and agreed that the City of Vallejo assumes no responsibility to the Bidder or Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property, or that any material can be disposed of on the property.

In those instances in which the City of Vallejo has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 7-1.13 concerning the documents.

The Bidder or Contractor shall make such independent investigation and examination as the Bidder or Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property (if any) and the rights,
duties and obligations acquired or undertaken under the arrangement with the property owner.

Notwithstanding that the Contractor may elect to dispose of materials on any such property owner’s property, no material may be disposed of on that property unless the Contractor has first either:

A. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner’s premises and also agree to conform to all other provisions set forth in the arrangement made between the City of Vallejo and the property owner, or

B. Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of Vallejo of any and all obligations under the City of Vallejo’s arrangement with the owner.

If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City of Vallejo and the Contractor shall pay those charges that are provided for in the arrangement made by the City of Vallejo with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the Contract sufficient to cover the charges for the material disposed of.

If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the Contract to cover the charges.

Before acceptance of the Contract, the Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the City of Vallejo and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

Full compensation for all costs involved in disposing of materials as specified in this Section 7-1.13, including all costs of hauling, shall be considered as included in the price paid for the Contract item of work involving the materials and no additional compensation will be allowed therefor.

7-1.14 COOPERATION

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work specified or should work of any other nature be under
way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other Contractors or other forces to the end that any delay or hindrance to their work will be avoided. The City reserves the right to perform, or to have performed, other or additional work at or near the site (including material sources) at any time, by the use of other forces, without changing the character of the work.

When 2 or more Contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6-2.02, "Possible Local Material Sources," or Section 6-2.03, "Mandatory Local Material Sources," each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.

Each Contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

7-1.15 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

Upon request of the Contractor, the Director, or the Director's designated representative, may relieve the Contractor of the duty of maintaining and protecting certain portions of the work as described below, which have been completed in all respects in accordance with the requirements of the Contract and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further work thereon. In addition, the action by the Director will relieve the Contractor of responsibility for injury or damage to those completed portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

Portions of the work for which the Contractor may be relieved of the duty of maintenance and protection as provided in the above paragraph include, but are not limited to, the following:

A. The completion of 0.5-km {0.3-mile} of roadway or 0.5-km {0.3-mile} of one roadway of a divided highway or a frontage road including the traveled way, shoulders, drainage control facilities, planned roadway protection work, lighting and any required traffic control and access facilities.

B. A bridge or other structure of major importance.

C. A complete unit of a traffic control signal system or of a highway lighting system.

D. Non-highway facilities constructed for other agencies.

However, nothing in this Section 7-1.15 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective work or materials found at any time before the formal written acceptance of the entire Contract by the Director. Furthermore, nothing in this section
shall obligate the Director to relieve the Contractor for responsibility for any portion of
the work and the Director may refuse to relieve the Contractor from responsibility for
any reason, at the Director’s (or his delagee’s) sole discretion.

7-1.16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

The Contractor shall be completely responsible for the care and condition of the project
improvements in their entirety until completion of the maintenance period and
acceptance by the City. The Contractor shall provide all watchmen, guards, and
security devices, as he/she deems necessary.

Until the acceptance of the Contract, the Contractor shall have the charge and care of
the work and of the materials to be used therein (including materials for which the
Contractor has received partial payment as provided in Section 9-1.06, "Partial
Payments," or materials which have been furnished by the City of Vallejo) and shall
bear the risk of injury, loss or damage to any part thereof by the action of the elements
or from any other cause, whether arising from the execution or from the non-execution
of the work, except as provided in Sections 7-1.08, "Public Convenience," and 7-1.15,
"Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair,
restore, and make good all injuries, losses or damages to any portion of the work or the
materials occasioned by any cause before its completion and acceptance and shall
bear the expense thereof, except as otherwise expressly provided in Section 7-1.165,
"Damage by Storm, Flood, Tsunami or Earthquake," and in Section 19-2.04, "Slides
and Slipouts," and except for those injuries, losses, or damages that are directly and
proximately caused by acts of the Federal Government or the public enemy. Where
necessary to protect the work or materials from damage, the Contractor shall, at the
Contractor's expense, provide suitable drainage of the roadway and erect those
temporary structures that are necessary to protect the work or materials from damage.
The suspension of the work from any cause whatever shall not relieve the Contractor of
the responsibility for the work and materials as herein specified. If ordered by the
Engineer, the Contractor shall, at the Contractor's expense, properly store materials
which have been partially paid for by the City of Vallejo or which have been furnished
by the City of Vallejo. Storage by the Contractor shall be on behalf of the City of Vallejo
and the City of Vallejo shall at all times be entitled to the possession of the materials,
and the Contractor shall promptly return the materials to the site of the work when
requested. The Contractor shall not dispose of any of the materials so stored except on
written authorization from the Engineer.

7-1.165 DAMAGE BY STORM, FLOOD, TSUNAMI OR EARTHQUAKE

Attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and
Materials." In the event damage to the work is caused by a storm, flood, tsunami,
earthquake or other natural disaster which constitutes an "Occurrence," as hereinafter
defined, the provisions in this Section 7-1.165 shall be applicable, and the Contractor
may apply in writing to the Engineer for the City of Vallejo to pay or participate in the
cost of repairing damage to the work from that cause or, in lieu thereof, and at the sole
discretion of the City of Vallejo, terminate the Contract and relieve the Contractor of
further obligation to perform the work, subject to the following:

A. Occurrence - "Occurrence" shall include tsunamis, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and storms, floods and other natural disasters as to which the Governor has proclaimed a state of emergency when the damaged work is located within the territorial limits to which the proclamation is applicable or, which were, in the opinion of the Engineer, of a magnitude at the site of the work sufficient to have caused such a proclamation had they occurred in a populated area or in an area in which such a proclamation was not already in effect.

B. Application by Contractor - The Contractor's written request for the City of Vallejo to pay or to participate in the cost of rebuilding, repairing, restoring or otherwise remedying the damage to the work caused by the Occurrence shall be submitted to the Engineer before performing any work other than emergency work, including emergency work necessary to provide for passage of public traffic.

C. Protecting the Work from Damage - Nothing in this section shall be construed to relieve the Contractor of the responsibility to protect the work from damage. The Contractor shall bear the entire cost of repairing damage to the work caused by the Occurrence which the Engineer determines was due to the failure of the Contractor to comply with the requirements of the Contract Documents, take the best measures to protect the work or exercise the best engineering and construction practices in the conduct of the work, and those repair costs shall be excluded from consideration under the provisions of this section.

D. Repair Work - Repair of damaged work under the provisions of this section shall be pursuant to a Contract change order issued hereunder and specifying the repair work to be performed on the damaged facility. The repair work shall consist of restoring the in-place construction (for the purposes of this section erected falsework and formwork shall be considered in-place construction) to the same state of completion to which the work had advanced prior to the Occurrence. Emergency work which the Engineer determines would have been part of the repair work if it had not previously been performed, will be considered to be part of the repair work.

The City of Vallejo reserves the right to make changes in the plans and Specifications applicable to the portions of the work to be repaired, and if those changes will increase the cost of repairing the damage over the Engineer's estimate of the cost of repair without the changes, the Contractor will be paid for the increased costs in accordance with Subsection E and the increased cost amount shall not be considered in determining the cost of repair to be borne by the Contractor under Subsection F.

Nothing in this section shall be construed to relieve the Contractor of full responsibility for the risk of injury, loss or damage to materials not yet incorporated in the work and to materials, tools and equipment (except erected falsework and formwork) used to perform the work, or to relieve the Contractor of responsibility under Section 7-1.12, "Indemnification and Insurance." The provisions of this section shall not be applicable to the repair of damage caused by an Occurrence to any portion of the work as to which
the Contractor has been granted relief from maintenance and responsibility pursuant to Section 7-1.15, "Relief From Maintenance and Responsibility," or to the removal of slides and slipouts or the repair and restoration of damage to the work resulting from slides and slipouts pursuant to Section 19-2.04, "Slides and Slipouts."

E. Determination of Costs - Unless otherwise agreed between the Engineer and the Contractor, the cost of the work performed pursuant to this Section 7-1.165 will be determined in conformance with the provisions in Section 9-1.03, "Force Account Payment," except there shall be no markup allowance pursuant to Section 9-1.03A, "Work Performed by Contractor," unless the Occurrence that caused the damage was a tsunami or earthquake. The cost of emergency work, which the Engineer determines would have been part of the repair work if it had not previously been performed, will be determined in the same manner as the authorized repair work. The cost of repairing damaged work which was not in compliance with the requirements of the plans and Specifications shall be borne solely by the Contractor, and those costs shall not be considered in determining the cost of repair under this Subsection E.

F. Payment for Repair Work - BLANK

G. Termination of Contract - If the City of Vallejo elects to terminate the Contract, the termination and the determination of the total compensation payable to the Contractor shall be governed by the provisions of Section 8-1.11, "Termination of Contract."

7-1.17 ACCEPTANCE OF CONTRACT

When the Engineer has made the final inspection as provided in Section 5-1.13, "Final Inspection," and determines that the Contract work has been completed in all respects in accordance with the Contract Documents, the Engineer will recommend that the Director formally accept the Work as complete. Upon satisfactory completion of the Work and following the written acceptance of the Work as such by the Director or the Director’s designated representative, the Engineer shall recommend the acceptance of the Contract to the City Council. Upon acceptance of the Contract as complete by the City Council, the said Council shall cause a Notice of Completion to be filed and recorded in the records of the Solano County Recorder’s Office.

7-1.18 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or soil or after partial payment has been made as provided in Section 9-1.06, “Partial Payments,” for material delivered on the ground or stored subject to or under the control of the City of Vallejo and unused. All the material shall become the property of the City of Vallejo upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City of Vallejo and unused, as provided in Section 9-1.06.
7-1.19 RIGHTS IN LAND AND IMPROVEMENTS

Nothing in these Contract Documents shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City of Vallejo and any owner, former owner, or tenant of the land, structure, or building.

The Contractor shall not occupy City of Vallejo-owned property outside the right of way as shown on the plans or maps, unless the Contractor enters into a rental agreement with the City of Vallejo. The agreement will be based on the fair rental values.

7-1.20 PERSONAL LIABILITY

Neither the Director, the Engineer nor any other officer or authorized employee of the City of Vallejo, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Contract.

7-1.21 REPAIR OF EQUIPMENT

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment or tools used in or upon the work shall be considered a part of the work to be performed under the Contract and any laborers, workers or mechanics working on the machinery, equipment or tools, unless employed by bona fide commercial repair shops, garages, blacksmith shops or machine shops, which have been established and operating on a commercial basis for a period of at least 2 months prior to the award of the Contract, shall be subject to all the requirements relating to labor set forth in these Contract Documents.

7-1.22 MATERIAL PLANTS

The construction, erection and operation of material production, proportioning or mixing plants from which material is used wholly on the Contract or on Contracts with the City of Vallejo shall be considered a part of the work to be performed under the Contract and any laborers, workers or mechanics working on those plants shall be subject to all of the requirements relating to labor set forth in these Contract Documents.
SECTION 8: PROSECUTION AND PROGRESS

8-1.01 SUBCONTRACTING

The Contractor shall give personal attention to the fulfillment of the Contract and shall keep the work under the Contractor's control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents.

The Contractor shall perform, with the Contractor's own organization, Contract work amounting to not less than 50 percent of the original total Contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total Contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to acceptance by the Engineer.

Subcontracts shall include provisions that the Contract between the City of Vallejo and the Contractor is part of the subcontract, and that all terms and provisions of the Contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer within three (3) days of the Engineer's request.

Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City of Vallejo, the subcontractor shall be removed immediately on the request of the Engineer and shall not again be employed on the work.
The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semi portable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the work shall conform to the requirements relating to labor set forth in these Specifications and in the special provisions.

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Engineer, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

8-1.02 ASSIGNMENT

The performance of the Contract may not be assigned, except upon the written consent of the Director. Consent will not be given to any proposed assignment which would relieve the original Contractor or the Contractor's surety of their responsibilities under the Contract nor will the Director consent to any assignment of a part of the work under the Contract.

The Contractor may assign moneys due or to become due the Contractor under the Contract and the assignment will be recognized by the City of Vallejo, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City of Vallejo and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject and subordinate to claims of the City of Vallejo.

8-1.03 BEGINNING OF WORK

The Contractor shall begin work within 10 calendar days after the first working day stated on the Notice to Proceed, and shall diligently prosecute the same to completion within the time limit provided in the special provisions.
The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving written Notice to Proceed, any work performed by the Contractor in advance of the date of Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer.

The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided City of Vallejo with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The counting of working days shall begin on the date stated as the first working day on the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish City of Vallejo with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract forms are first received by the Contractor and the commencement of the contract time, regardless of the receipt or lack thereof by City of Vallejo of all documents required by these Contract Documents. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in these Specifications and the special provisions.

8-1.04 (BLANK)

8-1.05 TEMPORARY SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work wholly or in part, for any time period as the Engineer deems necessary, due to unsuitable weather, or to such other conditions considered unfavorable for the suitable prosecution of the work, or for any time period as the Engineer deems necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, or for any other reason. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or accepted in writing by the Engineer, or as directed by the Engineer.
In the event that a suspension of work is ordered as provided above, and should that suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of work, which work, in the sole opinion of the Engineer, could have been performed prior to the occurrence of the unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," and as specified in the special provisions for the work. In the event that the Contractor fails to perform the work above specified, the City of Vallejo will perform that work and the cost thereof will be deducted from moneys due or to become due the Contractor.

In the event that a suspension of work is ordered by the Engineer due to unsuitable weather conditions, and in the sole opinion of the Engineer, the Contractor has prosecuted the work with energy and diligence prior to the time that operations were suspended, the cost of providing a smooth and unobstructed passageway through the work will be paid for as extra work as provided in Section 4-1.03D or, at the option of the Engineer, that work will be performed by the City of Vallejo at no cost to the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations, due to unsuitable weather or to other conditions considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion." If a portion of work at the time of the suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer, due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in Section 8-1.06, "Time of Completion."

No Contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this Contract.

Any Contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays."

In the event of a suspension of work under any of the conditions set forth in this Section
8-1.05, the suspension of work shall not relieve the Contractor of the responsibilities as set forth in Section 7, "Legal Relations and Responsibility."

8-1.06 TIME OF COMPLETION

The Contractor shall complete all or any designated portion of the work called for under the Contract Documents in all parts and requirements within the time set forth in the Contract Documents.

A working day is defined as any day, except as follows:

A. Saturdays, Sundays and legal holidays;

B. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations; or

C. Days on which the Contractor is prevented, by reason of requirements in "Maintaining Traffic" of the special provisions, from working on the controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or the condition of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during that day and the major portion of the day could be considered to be suitable for those construction operations.

The current controlling operation or operations is to be construed to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Engineer and the Contractor, which, if delayed or prolonged, will delay the time of completion of the Contract.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Engineer. The Contractor will be allowed 15 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the Contractor differs from the Engineer; otherwise, the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish
the Contractor a weekly statement showing the number of working days charged to the 
Contract for the preceding week, the number of working days of time extensions being 
considered or accepted, the number of working days originally specified for the 
completion of the Contract and the number of working days remaining to complete the 
Contract and the extended date for completion thereof, except when working days are 
not being charged in conformance with the provisions in Section 8-1.05, "Temporary 
Suspension of Work."

8-1.07 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the 
Contract in all parts and requirements is not completed within the number of working 
days as set forth in the Contract Documents, damage will be sustained by the City of 
Vallejo, and that it is and will be impracticable and extremely difficult to ascertain and 
determine the actual damage which the City of Vallejo will sustain in the event of and by 
reason of the delay; and it is therefore agreed that the Contractor will pay to the City of 
Vallejo, the sum set forth in the Contract Documents per day for each and every 
calendar day's delay in completing the work in excess of the number of working days 
prescribed; and the Contractor agrees to pay the liquidated damages herein provided 
for, and further agrees that the City of Vallejo may deduct the amount thereof from any 
moneys due or that may become due the Contractor under the Contract.

The Contractor will be granted an extension of time and will not be assessed with 
liquidated damages or the cost of engineering and inspection for any portion of the 
delay in completion of the work beyond the time named in the Contract Documents for 
the completion of the work caused by acts of God or of the public enemy, fire, floods, 
tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, 
shortage of materials and freight embargoes, provided that the Contractor shall notify 
the Engineer in writing of the causes of delay within 3 days from the beginning of that 
delay. The Engineer shall ascertain the facts and the extent of the delay, and the 
Engineer's findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials 
unless the Contractor furnishes to the Engineer documentary proof that the Contractor 
has made every effort to obtain the materials from all known sources in a diligent and 
timely manner, and further proof in the form of supplementary progress schedules, as 
required in Section 8-1.04, "Progress Schedule," that the inability to obtain the materials 
when originally planned, did in fact cause a delay in final completion of the entire work 
which could not be compensated for by revising the sequence of the Contractor's 
operations. The term "shortage of materials," as used in this section, shall apply only to 
materials, articles, parts or equipment which are standard items and are to be 
incorporated in the work. The term "shortage of materials," shall not apply to materials, 
parts, articles or equipment which are processed, made, constructed, fabricated or 
manufactured to meet the specific requirements of the Contract. Only the physical 
shortage of material will be considered under these provisions as a cause for extension 
of time. Delays in obtaining materials due to priority in filling orders will not constitute a 
shortage of materials.
Except for the additional compensation provided for in Section 8-1.09, "Right of Way Delays," the Contractor shall have no claim for damage or compensation for any delay or hindrance.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section

8-1.08 TERMINATION OF CONTROL

Whenever, in the opinion of the City of Vallejo, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the Engineer; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the City of Vallejo may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the City of Vallejo may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the City of Vallejo may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the City of Vallejo assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the City of Vallejo agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the City of Vallejo's declaration that the Contractor is in default, the City of Vallejo may direct the surety to complete, or cause to be completed, the Contract work, or the City of Vallejo may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the City of Vallejo directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work. If surety fails or refuses to immediately complete or cause to be completed, all Contract work, surety agrees that damage will be sustained by the City of Vallejo, and that it is and will be impracticable to determine the actual amount of damage by reason of such acts; and the Contractor and surety agree that in addition to any other damages City of Vallejo may sustain and may be recovered pursuant to these Contract Documents, including but not limited to, other liquidated damages for delay, or actual damages, the sum of FIVE HUNDRED DOLLARS ($500.00) is a reasonable amount to be charged as liquidated damages for
each day surety fails or refuses to complete or cause to be completed, all Contract
work, and it is therefore agreed that the Contractor and surety will pay to the City of
Vallejo this sum, for each and every calendar day surety fails or refuses to complete or
cause to be completed, the Contract work; and the Contractor and surety further agree
that the City of Vallejo may deduct and retain the amount thereof from any monies due
the Contractor under the Contract.

If the Contractor's control over the work is terminated as provided above, the Contractor
is not entitled to receive any portion of the amount to be paid under the Contract until it
is fully completed. After completion, if the unpaid balance exceeds the sum of the
amount expended by the City of Vallejo in finishing the work, plus all damages
sustained, or to be sustained, by the City of Vallejo, plus any unpaid claims on account
of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the
work herein contemplated, the excess not otherwise required by these Contract
Documents to be retained shall be paid the Contractor. If the sum so expended
exceeds the unpaid balance, the Contractor and Contractor's surety are liable to the
City of Vallejo for the amount of such excess. If the surety completes the Contract work
as provided above, such surety shall be subrogated to money due under the Contract,
and to money which shall become due in the course of completion by the surety.
However, Contractor and surety agree that any subrogation rights of surety are
subordinate to and inferior to rights of City of Vallejo.

The City of Vallejo reserves the right to terminate the work for its convenience upon
written notice to Contractor. In such event, the Contractor shall be paid its reasonable
costs for that portion of the work performed to the date of termination, reasonable costs
associated with demobilization, plus fifteen percent (15%) of all such costs for overhead
and profit.

8-1.09 RIGHT OF WAY DELAYS

If, through the failure of the City of Vallejo to acquire or clear right of way, the
Contractor sustains loss which could not have been avoided by the judicious handling
of forces, equipment and plant, there shall be paid to the Contractor that amount that
the Engineer may find to be a fair and reasonable compensation for that part of the
Contractor's actual loss, that, in the opinion of the Engineer, was unavoidable,
determined as follows:

Compensation for idle time of equipment will be determined in the same manner as
determinations are made for equipment used in the performance of extra work paid for on
a force account basis, as provided in Section 9-1.03A(3), "Equipment Rental," with the
following exceptions:

A. The right of way delay factor for each classification of equipment shown in the
State Department of Transportation publication entitled Labor Surcharge And
Equipment Rental Rates, which is a part of the Contract, will be applied to that
equipment rental rate.
B. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.

C. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when rental of equipment is paid for under the provisions in Section 9-1.03A (3b), "Equipment not on the Work," no payment will be made for right of way delays in conformance with the provisions in this Section 8-1.09.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Section 8-1.09 and compensation for idle time of workers will be determined as provided in Section 9-1.03A(1), "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided in Section 4-1.03D.

If performance of the Contractor's work is delayed as the result of the failure of the City of Vallejo to acquire or clear right of way, an extension of time determined pursuant to the provisions in Section 8-1.07, "Liquidated Damages," will be granted.

8-1.10 UTILITY AND NON-HIGHWAY FACILITIES

It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvement will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the plans or in the special provisions. Where a rearrangement is indicated on the plans or in the special provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.

The right is reserved to the City of Vallejo and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground facilities and utilities not
indicated in the Contract Documents and to the possibility that utilities may be in a location different from that which is indicated in the Contract Documents. The Contractor shall ascertain the exact location of all utilities, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities prior to doing work.

If the Contractor cannot locate an underground facility or utility whose presence is indicated in the Contract Documents after a diligent search and investigation, the Contractor shall immediately so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section 4-1.03D.

If the Contractor discovers utilities not indicated in the Contract Documents, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The utilities shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 4-1.03D. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the utilities. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care or to comply with the terms of the Contract Documents, will be paid for as extra work as provided in Section 4-1.03D. Damage due to the Contractor's failure to exercise reasonable care or comply with the Contract Documents shall be repaired at the Contractor's cost and expense.

Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the plans and Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as extra work as provided in Section 4-1.03D.

When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of the highway improvement, and that work will be paid for as extra work as provided in Section 4-1.03D.

Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the plans or in the special provisions or were located in a position
substantially different from that indicated on the plans or in the special provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangements made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered right of way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09. The Contractor shall be entitled to no other compensation for that delay.

Any delays to the Contractor’s operations as a direct result of utility or other non-highway facilities not being rearranged as provided in this Section 8-1.10, due to a strike or labor dispute, will entitle the Contractor to an extension of time as provided in Section 8-1.07, "Liquidated Damages." The Contractor shall be entitled to no other compensation for that delay.

8-1.11 TERMINATION OF CONTRACT

The Contract may be terminated by the Director when termination is authorized by Section 7-1.125, "Legal Actions Against the City of Vallejo," Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," or by other provisions of the Contract which authorize termination. The City of Vallejo also reserves the right to terminate the Contract at any time upon a determination by the Director that termination of the Contract is in the best interest of the City of Vallejo.

If the Director elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

A. The Engineer will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of the written notice, the Contractor will be relieved of further responsibility for damage to the work (excluding materials) as specified in Section 7-1.16, "Contractor’s Responsibility for the Work and Materials," and, except as otherwise directed in writing by the Engineer, the Contractor shall:

1. Stop all work under the Contract except that specifically directed to be completed prior to acceptance.

2. Perform work the Engineer deems necessary to secure the project for termination.

3. Remove equipment and plant from the site of the work.

4. Take action that is necessary to protect materials from damage.

5. Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
6. Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location, and such other information as the Engineer may request.

7. Dispose of materials not yet used in the work as directed by the Engineer. It shall be the Contractor's responsibility to provide the City of Vallejo with good title to all materials purchased by the City of Vallejo hereunder, including materials for which partial payment has been made as provided in Section 9-1.06, "Partial Payments," and with bills of sale or other documents of title for those materials.

8. Subject to the prior written acceptance of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City of Vallejo all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

9. Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

10. Take other actions directed by the Engineer.

B. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:

1. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 9-1.06, "Partial Payments," and for materials furnished by the City of Vallejo for use in the work and unused shall terminate when the Engineer certifies that those materials have been stored in the manner and at the locations the Engineer has directed.

2. The Contractor's responsibility for damage to materials purchased by the City of Vallejo subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the City of Vallejo.

When the Engineer determines that the Contractor has completed the work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Engineer will recommend that the Director formally accept the Contract.
C. Termination of the Contract shall not relieve the Contractor or surety of their obligation for any claims arising out of the work performed.

D. The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

1. The reasonable cost to the Contractor, without profit, for all work performed under the Contract, including mobilization, demobilization and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. Deductions will also be made, when the Contract is terminated under the authority of Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," for the cost of materials damaged by the "occurrence."

When, in the opinion of the Engineer, the cost of a Contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Contract Documents and the excessive actual cost shall be disallowed.

2. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (1), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.

3. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City of Vallejo or otherwise disposed of as directed by the Engineer.

4. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 8-1.11, shall be open to inspection or audit by representatives of the City of Vallejo at all times after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the work by the Director, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate in conformance with
the provisions in Section 9-1.07B, "Final Payment and Claims," when, in the Engineer’s opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.
SECTION 9: MEASUREMENT AND PAYMENT

9-1.01 MEASUREMENT OF QUANTITIES

All work to be paid for at a Contract price per unit of measurement will be measured by the Engineer in accordance with the International System of Units (SI) {United States Standard Measures. A ton shall consist of 2,000 pounds avoirdupois}.

Unless shipped by rail, material paid for by mass shall be weighed on scales furnished by and at the expense of the Contractor or on other sealed scales regularly inspected by the Division of Measurement Standards or its designated representative.

Weighing, measuring and metering devices used to measure the quantity of materials used in the work shall be suitable for the purpose intended and shall conform to the tolerances and Specifications as outlined in Title 4, Chapter 9 of the California Code of Regulations, the provisions of the California Business and Professions Code, Division 5, and these Specifications. Devices not Type-approved by the Division of Measurement Standards shall be Type-approved in conformance with the requirements in California Test 109.

Elements of the material plant controller which affect the accuracy or delivery of data shall be made available for the application of security seals. These devices will be inspected and adjusting elements sealed prior to the first production of materials for the Contract. The security seals will be furnished by the Engineer. Material production shall cease when alteration, disconnection or otherwise manipulation of the security seals occur, and production shall not resume until the device is inspected and resealed by the Engineer.

Weighing, measuring or metering devices used to determine the quantity of materials to be paid for will be considered to be "commercial devices" and shall be sealed by the Division of Measurement Standards or its authorized representative as often as the Engineer may deem necessary. The installation of all portable vehicle scales must be accepted by the Engineer prior to sealing.

Vehicle scales shall be of sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale deck while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being weighed. The maximum concentrated load shall not exceed the manufacturer's designed sectional capacity of the scale.

Weighing, measuring or metering devices required by these Specifications for the purpose of proportioning a material or product will be considered to be "non-commercial devices" and shall be tested and accepted in conformance with the requirements in California Test 109. This testing shall be done by one of the following, in the presence of the Engineer, as often as the Engineer deems necessary:

A. A County Sealer of Weights and Measures;
B. A Scale Service Agency; or

C. A Division of Measurement Standards Official.

The Contractor shall notify the Engineer at least 24 hours in advance of testing the device.

Undersupports for scale bearing points shall be constructed of Portland cement concrete produced from commercial quality aggregates and cement, which contains not less than 275 kg of cement per cubic meter (463 pounds of cement per cubic yard). Undersupports shall be constructed in a manner to prevent any shifting or tilting of the support and shall have a minimum height of 350 mm (14 inches) above ground line. The footings shall have a minimum depth of 150 mm (6 inches) below the ground line. The bearing surface of the footings shall have a minimum width of 760 mm (30 inches) and shall be of sufficient area so the pressure does not exceed 200 kPa (4,000 pounds per square foot). Adequate drainage shall be provided to prevent saturation of the ground under the scale. Scale bulkheads shall be of adequate material and strength to resist displacement. If timber bulkheads are used, the minimum cross section shall be 200 mm x 200 mm (8 inches x 8 inches). Wedges shall not be used to shim the supports. If shimming is necessary, the shimming shall be done by securely attached metal shims, or by grouting. Shimming shall not exceed 75 mm (3 inches). The approach ramps shall be level with the scale deck for a distance of not less than one-half the length of the scale deck. The mechanical indicating elements shall be installed level and plumb and shall be rigidly mounted upon a concrete foundation.

The lever system and mechanical indicating elements of hopper scales shall be rigidly attached to non-yielding supports in such a manner as to prevent any loss in weight due to bending and distortion of the supports.

When a multiple beam type scale is used in proportioning materials, an over and under indicator shall be provided which will give positive visible evidence of the amount of any over and under weight. The indicator shall be so designed that the indicator will operate during the addition of the last 90 kg (200 pounds) of any weighing. The over-travel of the indicator shall be at least one-third of the loading travel. Indicators shall be enclosed against moisture and dust.

Over and under dials, and other indicators for weighing and measuring systems used in proportioning materials shall be grouped so that the smallest increment for each indicator can be accurately read from the point at which the proportioning operation is controlled.

The Contractor shall bear the expense of all service fees for testing and approving of "non-commercial devices." The cost of the equipment, labor and materials furnished by the Contractor to assist in the testing of weighing, measuring or metering devices will be considered as included in the Contract prices paid for the various Contract items of work requiring the weighing, measuring or metering and no separate payment will be made therefor.
Whenever pay quantities of material are determined by weighing, the scales shall be operated by a weighmaster licensed in conformance with the requirements in the California Business and Professions Code, Division 5, Chapter 7. The Contractor shall furnish a Public weighmasters certificate or certified daily summary weigh sheets. A representative of the City of Vallejo may, at the discretion of the Engineer, be present to witness the weighing and to check and compile the daily record of the scale weights.

When required by the Engineer, the operator of each vehicle weighed shall obtain a weight or load slip from the weigher and deliver that slip to the Engineer at the point of delivery of the material.

If material is shipped by rail, the car mass will be accepted provided that actual mass of material only will be paid for and not minimum car mass used for assessing freight tariff, and provided further that car mass will not be acceptable for material to be passed through mixing plants.

Vehicles used to haul material being paid for by mass shall be weighed empty daily and at additional times as the Engineer may direct. Each vehicle shall bear a plainly legible identification mark. Vehicles may from time to time be required by the Engineer to have the mass of the material to be paid for verified by weighing the empty and loaded vehicle on such other scales as the Engineer may designate.

Materials which are specified for measurement by volume, i.e. cubic yard, cubic foot, etc., shall be measured completed as-constructed. Whenever earthwork is to be measured by volume, it shall be measured “in-situ,” unless otherwise specified in the Contract documents. Materials "measured in the vehicle" shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. Loads hauled in vehicles not meeting the above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for that material.

When material is to be measured and paid for on a volume basis and it is impractical to determine the volume by the specified method of measurement, or when requested by the Contractor in writing and accepted by the Engineer in writing, the material will be weighed in accordance with the requirements specified for mass measurement and the mass will be converted to volume measurement for payment purposes. Factors for conversion from mass measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before that method of measurement of pay quantities will be adopted.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the
Contract; or material not unloaded from the transporting vehicle; or material placed outside of the lines indicated on the plans or established by the Engineer; or material remaining on hand after completion of the work will not be paid for, and those quantities will be deducted from the final total quantities. No compensation will be allowed for hauling and disposing of rejected material.

The mass of all aggregate or other roadway material which is to be paid for on a mass basis, except imported borrow, imported topsoil, straw, fiber, aggregate sub bases, aggregate bases or aggregate for cement treated bases, will be determined by deducting from the mass of material, the mass of water in the material at the time of weighing in excess of 3 percent of the dry mass of the material. When imported borrow, imported topsoil or aggregate subbase is being paid for on a mass basis, the mass to be paid for will be determined by deducting from the mass of the material, the mass of water in the material at the time of weighing in excess of 6 percent of the dry mass of the material. When straw is being paid for on a mass basis, the mass to be paid for will be determined by deducting from the mass of straw, the mass of water in the straw at the time of weighing in excess of 15 percent of the dry mass of the straw. When fiber is being paid for on a mass basis, the mass of water in the fiber at the time of weighing shall not exceed 15 percent of the dry mass of the fiber. No deduction will be made for the mass of water in fiber. The percentage of water in the material shall be determined by California Test 226. The mass of aggregate base and aggregate for cement treated bases which are to be paid for on a mass basis, will be determined as provided in Section 26, "Aggregate Bases," and Section 27, "Cement Treated Bases," respectively.

The mass of water deducted as provided in this Section 9-1.01 will not be paid for.

Full compensation for all expense involved in conforming to the requirements specified in this Section 9-1.01 shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional compensation will be allowed therefor.

9-1.015 FINAL PAY ITEMS

When an item of work is designated as (F) or (S-F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-1.22, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is
made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

Under no circumstances will Contractor be entitled to payment for any final pay quantity that is greater than the unit quantity price for the final pay quantity item set forth in the proposal form.

9-1.02 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work required under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Director and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Contract Documents.

No compensation will be made in any case for loss of anticipated profits.

9-1.03 FORCE ACCOUNT PAYMENT

When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of that work shall be subject to the review and acceptance of the Engineer and compensation will be determined as follows:

9-1.03A WORK PERFORMED BY CONTRACTOR

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," except where agreement has been reached to pay in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services."

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of 33 percent to the cost of labor, 15 percent to the cost of materials and 15 percent to the equipment rental.

The above markups shall constitute full compensation for all overhead costs which shall
be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," an additional markup of 5 percent will be added to the total cost of that extra work including all markups specified in this Section 9-1.03A. The additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

9-1.03A(1) LABOR

The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces, will be the sum of the following:

9-1.03A(1A) ACTUAL WAGES

The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.

9-1.03A(1B) LABOR SURCHARGE

To the actual wages, as defined in Section 9-1.03A(1a), will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section 9-1.03A(1a) and subsistence and travel allowance as specified in Section

9-1.03A(1C) SUBSISTENCE AND TRAVEL ALLOWANCE

The actual subsistence and travel allowance paid to the workers.

9-1.03A(2) MATERIALS

The City of Vallejo reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on those materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:
9-1.03A(2A)

If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City of Vallejo notwithstanding the fact that the discount may not have been taken.

9-1.03A(2B)

If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of the materials.

9-1.03A(2C)

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on Contract items or the current wholesale price for those materials delivered to the jobsite, whichever price is lower.

9-1.03A(2D)

If the cost of the materials is, in the opinion of the Engineer, excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the jobsite, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(2E)

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within 60 days after the date of delivery of the material or within 15 days after acceptance of the Contract, whichever occurs first, the City of Vallejo reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(3) EQUIPMENT RENTAL

The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of $10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates.
publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly or daily rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

Equipment owned by the Contractor and already on the job site shall only be paid for actual hours of usage as documented on daily extra work reports. Equipment owned by the Contractor, required to perform force account work, and not already on the job site shall only be paid for actual hours of usage as documented on daily extra work reports and the cost of mobilization to bring to the job site. The Engineer shall determine if equipment not on the job site is required to be mobilized to perform extra work.

If it is deemed necessary by the Engineer to use equipment not listed in the Labor Surcharge And Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Engineer. The Contractor shall furnish all cost data which might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is $10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Operators of rented equipment will be paid for as provided in Section 9-1.03A(1), "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of $500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

9-1.03A(3A) EQUIPMENT ON THE WORK

The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return the
equipment to the original location or to another location requiring no more time than that required to return the equipment to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than the extra work.

The following shall be used in computing the rental time of equipment on the work:

A. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of operation.

B. When daily rates are listed, less than 4 hours of operation shall be considered to be 0.5-day of operation.

9-1.03A(3B) EQUIPMENT NOT ON THE WORK

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a Force Account basis and the Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

A. The Engineer shall specifically approve the necessity for the use of particular equipment on such work.

B. The Contractor shall establish to the satisfaction of the Engineer that such equipment cannot be obtained from his/her normal equipment source or sources and those of his/her subcontractors.

C. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his/her proposed source is reasonable and appropriate for the expected period of use.

D. The Engineer shall approve the equipment source and the equipment rental rate to be paid by the City of Vallejo before the Contractor begins work involving the use of said equipment.

For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract, or determined as provided in Section 9-1.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:
A. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.

B. The City of Vallejo will pay the costs of loading and unloading the equipment.

C. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

D. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each hour that the equipment is actually used at the site of the extra work, excluding Saturdays, Sundays and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of the equipment. The rental time to be paid for equipment not on the work shall be the time the equipment is actually in operation on the extra work being performed and in accordance with the following:

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 hours less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5-hour of operation.

When daily rates are listed, less than 4 hours of operation shall be considered to be 4 hours of operation. No payment will be made if the equipment is not used. If the equipment is used more than 4 hours of operation, payment will be made for one day.

E. Should the Contractor desire the return of the equipment to a location other than its original location, the City of Vallejo will pay the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.

F. Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis. When extra work, other than work specifically designated as extra work in the Contract Documents, is to be paid for on a force account basis and the Engineer determines that the extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the Contract, the Engineer may authorize payment for the use of the equipment at equipment rental rates in excess of those listed as applicable for the use of that equipment subject to the following additional conditions:
A. The Engineer shall specifically approve the necessity for the use of particular equipment on that work.

B. The Contractor shall establish to the satisfaction of the Engineer that the equipment cannot be obtained from the Contractor's normal equipment source or sources and those of the Contractor's subcontractors.

C. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for the equipment from the proposed source is reasonable and appropriate for the expected period of use.

D. The Engineer shall approve the equipment source and the equipment rental rate to be paid by the City of Vallejo before the Contractor begins work involving the use of that equipment.

9-1.03A(3C) OWNER-OPERATED EQUIPMENT

When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

A. Payment for the equipment will be made in conformance with the provisions in Section 9-1.03A(3), "Equipment Rental."

B. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in conformance with the provisions in Section 9-1.03A(lb), "Labor Surcharge."

C. To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 9-1.03A, "Work Performed by Contractor."

9-1.03A(3D) DUMP TRUCK RENTAL

Dump truck rental shall conform to the provisions in Sections 9-1.03A(3), "Equipment Rental," 9-1.03A(3a), "Equipment on the Work," and 9-1.03A(3b), "Equipment not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing Contract item work.
In the absence of Contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No separate markup will be made for labor.

The provisions in Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump truck rentals.

9-1.03B WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL SERVICES

When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's subcontractors, that service or extra work item may be performed by a specialist.

9-1.03C RECORDS

The Contractor and all subcontractors shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work paid and the costs of other operations.

From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, either on forms furnished by the City of Vallejo or on computerized facsimiles of the City of Vallejo's forms acceptable to the Engineer, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall state the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names, identifications, and classifications of all workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports, or if not available, the
invoices shall be submitted within 30 days after the submittal of the daily extra work report or 30 days after the date of delivery of the material, whichever occurs first. Contractor waives payment for material charges not substantiated by valid copies of vendor’s invoices submitted within the times provided.

Daily extra work reports shall be signed by the Contractor or the Contractor’s authorized representative, and shall be submitted to the City on the day the work is performed, or within 24 hours if authorized by the Engineer. Daily extra work reports shall be signed by the designated representative of the City to acknowledge the labor hours, materials, and equipment used to perform the work. Signature by the City’s representative does not constitute approval for payment. All daily extra work reports are subject to review and approval by the Engineer for conformance to the Contract Documents prior to payment. The City reserves the right to make adjustments to the amount to be paid for extra work based upon daily extra work reports at any time prior to project acceptance, even if payment has been made under a progress payment. Contractor waives payment for that portion of Force Account work in which a daily extra work report has not been signed by the City’s designated representative and/or submitted to the City within the time specified above.

The Engineer will compare the Engineer’s records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City of Vallejo.

The Contractor’s and all subcontractors’ records pertaining to the Project shall be open to inspection or audit by representatives of the City of Vallejo, during the life of the Contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor and all subcontractors shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the City of Vallejo on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the Contract, the Contractor will be given a reasonable notice of the time when the audit is to begin.

9-1.03D PAYMENT

Payment as provided in Sections 9-1.03A, "Work Performed by Contractor," and 9-1.03B, "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor. The payment will be made in conformance with the provisions in Section 9-1.06, "Partial Payments."

The Engineer’s receipt of a proposed progress schedule and monthly updated progress schedules, all in strict compliance with these Contract Documents shall be conditions
precedent to the Engineers acceptance of the Contractor's periodic pay requests and/or the City of Vallejo's obligation to pay Contractor.

9-1.04  (BLANK)

9-1.05  STOP NOTICES

The City of Vallejo, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3179 et seq. of the Civil Code. In cases where the contractor chooses to Bond around the Stop Notice, the Bond shall be of a form approved by the City.

9-1.06  PARTIAL PAYMENTS

The City of Vallejo, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the Contract, if the storage is within the City of Vallejo and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the City of Vallejo, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, prior to the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on City of Vallejo-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the Contract price for the item of work for which the material is furnished.

Unless otherwise approved by the Engineer in writing, Contractor shall submit to Engineer on or before the tenth (10th) day of the month, an itemized application for payment for the cost of the work in permanent place, which has been completed in strict accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The application for payment shall be prepared in a form acceptable to Engineer, and shall contain itemized amounts in accordance with the Contract Documents. The applications for payment shall not include requests for payment on account of changes which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason.

If requested by the City of Vallejo, an application for payment shall be accompanied by
a summary showing payment that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

Contractor warrants that upon submittal of an application for payment, all work has been performed in strict compliance with the Contract Documents, and all work for which certificates of payment have been previously issued and payment has been received from City of Vallejo, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

Payment of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, or the City of Vallejo may withhold from payment, on account of any of the following:

Defective work not remedied;

Third-party claims against Contractor or City of Vallejo arising from the acts or omissions of Contractor or subcontractors;

Stop notices;

Failure of Contractor to make timely payments due to subcontractors for material or labor;

A reasonable doubt that the work can be completed for the balance of the Contract price then unpaid;

Damage to the City of Vallejo or others for which Contractor is responsible;

Reasonable evidence that the work cannot be completed within the Contract time, and the unpaid balance of the Contract price would not be adequate to complete the work and cover City of Vallejo's damages for the anticipated delay;

Failure of Contractor to maintain, update, and submit record documents;

Failure of Contractor to submit schedules or their updates as required by the Contract Documents;

Performance of the work by Contractor without properly processed shop drawings;

Liquidated damages assessed;

Any other failure of Contractor to perform its obligations under the Contract Documents.
By resolution of the City of Vallejo’s City Council, a fund has been established, money appropriated in the current budget, and assigned to the account(s) which is/are the sole source(s) of funds available for payment of the Contract price. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and City of Vallejo’s ability to draw from this fund, are conditions precedent to City of Vallejo’s obligation to make payments to Contractor.

Within thirty (30) days of receipt of an approved certificate for payment, properly executed by the Contractor, City of Vallejo’s Engineer and Director, City of Vallejo agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety five percent (95%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment; and

Less amounts previously paid.

9-1.065 PAYMENT OF WITHHELD FUNDS

Upon the Contractor's request, the City of Vallejo will make payment of funds withheld from progress payments to ensure performance of the Contract if the Contractor deposits in escrow with the City of Vallejo, or with a bank acceptable to the City of Vallejo, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, upon the Contractor's request, the City of Vallejo will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City of Vallejo.

Alternatively, and subject to the acceptance by the City of Vallejo, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the City of Vallejo under subdivision (c) of Section 10263 of the Public Contract Code, the City of Vallejo will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided
to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

Securities eligible for investment shall include those listed in Section 16430 of the Government Code, 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 the Contractor and the City of Vallejo.

The escrow agreement used pursuant to this Section 9-1.065 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 10263 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to the agreement.

9-1.07 PAYMENT AFTER ACCEPTANCE

After the work has been accepted in writing by the Director, as provided in Section 7-1.17, "Acceptance of Contract," payments will be made to the Contractor subject to the provisions in this Section 9-1.07.

9-1.07A PAYMENT PRIOR TO PROPOSED FINAL ESTIMATE

After acceptance of the work by the Director, the Engineer will make an estimate of the total amount of work done under the Contract and the City of Vallejo will make a final monthly payment pending issuance of the proposed final estimate. The City of Vallejo will pay the balance thereon found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the Contract and those further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment thereon.

9-1.07B FINAL PAYMENT

After written acceptance of the Work as complete by the Director, or the Director’s designated representative, the Engineer will prepare and issue to the Contractor a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of the total amount, segregated as to Contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the Contract. All prior estimates and payments shall be subject to correction in the proposed final estimate.

The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the Contract so that the Engineer receives the written approval or statement of claims no later than close of business of
the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a 
Saturday, Sunday or legal holiday, then receipt of the written approval or statement of 
claims by the Engineer shall not be later than close of business of the next business 
day. No claim will be considered that was not included in the written statement of 
claims, nor will any claim be allowed as to which a notice or protest is required unless 
the Contractor has strictly complied with the notice or protest requirements of the 
Contract Documents.

On the Contractor's approval, or if the Contractor files no claim within the specified 
period of 30 days, the Engineer will issue a final estimate in writing in accordance with 
the proposed final estimate submitted to the Contractor. The City of Vallejo will pay any 
remaining moneys unpaid and found to be due in the proposed final estimate 35 days 
after the recordation of the Notice of Completion in the records of the Solano County 
Recorder's Office as per Section 7-1.17, "Acceptance of Contract". That final estimate 
and payment thereon shall be conclusive and binding against Contractor on all 
questions relating to the amount of work done and the compensation payable therefor.

If the Contractor within the specified period of 30 days files claims, the Engineer will 
issue a semifinal estimate in accordance with the proposed final estimate submitted to 
the Contractor and within 30 days thereafter the City of Vallejo will pay the sum so 
found to be due. The semifinal estimate and payment thereon shall be conclusive and 
binding against the Contractor on all questions relating to the amount of work done and 
the compensation payable therefor, except insofar as affected by the claims filed within 
the time and in the manner required hereunder.

9-1.07C CLAIMS

A. General. A “Claim” means a written demand or written assertion by Contractor 
to adjust, alter, modify, or otherwise change the Contract price or the Contract 
time, or both. All claims filed hereunder shall strictly comply with all requirements 
of the Contract Documents.

In order to qualify as a “Claim,” the written demand must state that it is a claim 
submitted under Section 9-1.07C of the Contract Documents. A letter, voucher, 
invoice, payment application, or other routine or authorized form of request for 
payment is not a Claim under the Contract Documents. If such a request is 
disputed as to liability or amount, then the disputed portion of the submission 
may be converted to a Claim under the Contract Documents by submitting a 
separate claim in compliance with claim submission requirements.

A Claim must be stated with specificity, including identification of the event or 
ocurrence giving rise to the Claim, the date of the event, and the asserted affect 
on the Contract price and the Contract time, if any. The Claim shall include 
adequate supporting data. Adequate supporting data for a Claim for an 
adjustment of the Contract time shall include scheduling data demonstrating the 
impact of the event on the controlling operation and completion of the Project. 
Adequate supporting data for a Claim for an adjustment in the Contract price 
shall include a detailed cost breakdown of items included within the Claim and
documentation supporting each item of cost.

Notwithstanding and pending the resolution of any Claim, the Contractor shall diligently prosecute the disputed work to final completion of the work. Contractor shall impose the Claim notice and documentation requirements in this Contract on Contractor’s subcontractors of all tiers, and require them to submit to the Contractor all Claims against Contractor and/or City within the times and containing the documentation required by these provisions. The Claim notice and documentation procedure described in these provisions applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific portion of the Contract.

If additional information or details are required by the Engineer to determine the basis and amount of any Claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Engineer shall not be later than close of business of the next business day. Contractor understands and agrees that failure to submit the information and details to the Engineer within the time specified shall be result in Contractor waiving that Claim.

The Contractor and all subcontractors 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 required by the Engineer to determine the facts or contentions involved in the claims. Contractor agrees that failure to permit access to those records waives Contractor’s Claims.

The City of Vallejo, or its authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors’ books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, canceled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or claim has been tendered. Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at City of Vallejo’s cost.

The parties agree that in the event Contractor or any subcontractor fails to
comply with this section, it would be difficult for the City of Vallejo to determine its actual damages; therefore, Contractor agrees to pay City of Vallejo, as liquidated damages, the sum of Two hundred fifty dollars ($250.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the City of Vallejo, access to the materials specified in this section.

B. Disputes

Contract Interpretation Disputes: Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the City of Vallejo. The Contractor shall bear all costs incurred in the giving of such notice.

All issues regarding the interpretation of the plans or specifications shall be referred to the City for interpretation. The City shall have the right but not the obligation to affirm or disaffirm any interpretation of the plans or specifications, which affirmance or disaffirmance shall be final. If the Contractor should disagree with the City’s decision, the Contractor’s sole and exclusive remedy is to file a Claim in accordance with these provisions.

Work Disputes: Should any dispute arise under the Contract Documents respecting the true value of any work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by the City of Vallejo and its decision shall be final and conclusive. If the Contractor disagrees with the City’s decision, the Contractor’s sole and exclusive remedy is to file a claim in accordance with these provisions.

C. Delays. As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor’s control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract time caused by the gross negligence or willful acts of the City of Vallejo, and which delay is unreasonable under the
circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract time and/or Contract price. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

"Unexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract time resulting from causes other than those listed above. An Unexcusable Delay shall not entitle the Contractor to an extension of the Contract time or an adjustment of the Contract price.

The Contractor may make a Claim for an extension of the Contract time, for an Excusable Delay or a Compensable Delay, subject to the following:

1. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

2. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.

3. If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Unexcusable Delay.

4. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract price in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract time.

The parties agree that the City of Vallejo's exercise of its right to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of
the Contract time and the Contract sum, based on changes ordered in the work or suspension of the work, shall be governed by this provision.

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

Contractor agrees that the daily Contractor Delay Damages as set forth in the Proposal Form shall be full compensation to Contractor, all subcontractors and anyone for whom they may be legally responsible, for each day of delay that may be caused by City of Vallejo or anyone for whom City of Vallejo is legally responsible, including but not limited to, extended field costs, extended home overhead costs, impact, inefficiency, unabsorbed home office overhead, underabsorbed home office overhead, hindrance, disruption or any other damage arising from delay, no matter how characterized and regardless of the cause, extent or duration of the delay. Inclusion of Contractor Delay Damages within the Proposal Form is solely for the purpose of determining the low bidder and establishing the City of Vallejo's maximum daily liability as a result of City of Vallejo delays to Contractor, if any, and City of Vallejo has no obligation to pay any daily Contractor Delay Damages except as provided for in these Contract Documents for Compensable Delays. In the event that City of Vallejo becomes liable to Contractor for compensable delays, City of Vallejo agrees to pay Contractor the daily Contractor Delay Damages set forth in the Proposal Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

D. Claim Procedures. Should any clarification, determination, action or inaction by the City, Work, or any event, in the opinion of the Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in the Contractor seeking additional compensation in time or money for any reason (collectively “Disputed Work”), then the Contractor and the City shall make good faith attempts to resolve informally any and all such issues and/or disputes. The Contractor must file a written Notice of Potential Claim with the City on the form provided in the Contract Documents before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written Notice of Potential Claim is not filed within this time period, or if the Contractor proceeds with the Disputed Work without first having filed the notice required by these provisions, the Contractor shall waive any rights to further claim on the specific issue.

The City will review the Contractor's timely Notice of Potential Claim and provide a decision. The City may require supplemental information from the Contractor to clarify that contained in the Notice of Potential Claim. If, after receiving the City's decision, the Contractor disagrees with the decision, the Contractor shall
so notify the City, in writing, within seven (7) calendar days after receiving the
decision, that a formal Claim will be filed. The Contractor shall submit the Claim in the form specified herein and all arguments, justification, costs or estimates, schedule analyses, and detailed documentation supporting the Contractor’s position within thirty (30) calendar days after receiving the City’s decision on the Notice of Potential Claim. The Contractor’s failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving all rights to the subject Claim.

If Disputed Work persists longer than thirty (30) calendar days after receiving the City’s decision on the Notice of Potential Claim, then the Contractor shall, every thirty (30) calendar days until the Disputed Work ceases, submit to the City a document titled “Claim Update” which shall update and quantify all elements of the Claim as completely as possible. The Contractor’s failure to submit a Claim Update or to quantify all costs and impacts every thirty (30) days shall result waiver of that portion of the Claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with the requirements of these provisions and shall result in the Contractor waiving such Claim(s) and/or Claim Updates.

All Claims must be submitted to Engineer before the issuance of the final estimate. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of issuance of the final estimate.

Upon receipt of the Contractor’s formal Claim including all arguments, justifications, costs or estimates, schedule analyses, and documentation supporting the Contractor’s position as previously stipulated, the City or its designate will review the Claim and render a final determination. If the Contractor’s Claims at project completion total less than $375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

Claims shall be calculated in the same manner as extra work using the procedures set forth in Section 9-1.03 “Force Account Payment.” This method applies in all cases of Claims, regardless of type, whether in negotiation, arbitration, litigation, and even applies in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. No other costs arising out of or connected to with the performance of Claims, of any nature, may be recovered by the Contractor. Except where provided by law, or elsewhere in these Contract Documents (if applicable), the City shall not be liable for special or consequential damages, and Claims shall not include special or consequential damages. Contractor shall be limited in its recovery on Claims to the calculations set forth in Section 9-1.03 of these provisions.

E. Claim Format. The Contractor shall submit the Claim justification in the following format:
1. Cover letter and certification of the accuracy of the contents of the Claim;

2. Summary of Claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief;

3. List of documents relating to Claim including plans, specifications, clarifications/requests for information, schedules and others;

4. Chronology of events and correspondence;

5. Analysis of Claim merit;

6. Analysis of Claim costs;

7. Attached supporting documents referenced in Item 3.) above.

F. Exclusive Remedy. The Contractor’s performance of its duties and obligations specified in these provisions and submission of a Claim as provided in these provisions is the Contractor’s sole and exclusive remedy for the payment of money, extension of time, adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the City of Vallejo, its representatives, consultants or agents, or the transfer of the Work or the Project to the City for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the Claim submission requirements. Compliance with the notice and Claim submission procedures described in these provisions is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No Claim or issues not raised in a timely protest and timely Claim submitted under these provisions may be asserted in any Government Code Claim, subsequent litigation, or legal action. The City of Vallejo shall not have deemed to waive any provision under this Section, if at the City’s sole discretion, a Claim is accepted in a manner not in accord with this Section.

G. Mediation. All Claims not subject to the Claim resolution procedures set forth in these provisions shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitrator Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation’s conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.
9-1.075 FALSE CLAIMS

California Penal Code section 72, provides that any person who presents for payment with intent to defraud any district board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, __________________, BEING THE __________________ (MUST BE AN OFFICER) OF ___________________ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR-extension OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Contractor agrees that submission of a Claim, in strict conformance with all of the requirements of this Contract, and rejection of all or part of said Claim by City of Vallejo, is a condition precedent to any action by Contractor against City of Vallejo, including but not limited to, the submission of a claim pursuant to Government Code section 900, et seq., and the filing of a lawsuit.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant provided by Contractor with the claim.

Contractor agrees that any costs or expenses incurred by the City of Vallejo in reviewing or auditing any claims that are not supported by the Contractor’s cost accounting or other records, or the Contract, shall be deemed to be damages incurred by the City of Vallejo within the meaning of the California False Claims Act.
Upon final determination of the claims, the Engineer will then make and issue the Engineer's final estimate in writing and within 30 days thereafter the City of Vallejo will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against Contractor on all questions relating to the amount of work done and the compensation payable therefor.

9-1.08 (BLANK)

9-1.09 CLERICAL ERRORS

Notwithstanding the provisions in Section 9-1.07, "Payment After Acceptance," for a period of 3 years after acceptance of the work, all estimates and payments made pursuant to Section 9-1.07, including the final estimate and payment, shall be subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City of Vallejo agree to pay to the other any sum due under the provisions of this Section 9-1.09, provided, however, if the total sum to be paid is less than $200, no payment shall be made.

9-1.10 (BLANK)

9-1.11 CONTRACTOR NOT AN AGENT OF THE CITY OF VALLEJO

The right of general supervision shall not make the Contractor an agent of the City of Vallejo, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

9-1.12 THIRD-PARTY CLAIMS

The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

9-1.13 GUARANTEE

Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

The City of Vallejo is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the City of Vallejo, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.
9-1.14 MISCELLANEOUS PROVISIONS

This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of City of Vallejo, in the same manner as if such parties had been expressly named herein.

This Contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to City of Vallejo all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by City of Vallejo in writing, and only as to those subcontracts which City of Vallejo designates in writing. Such assignment is part of the consideration to City of Vallejo for entering into the Contract with Contractor, and may not be withdrawn.

The provisions of the Contract Documents shall be included in all subcontracts.

9-1.15 PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104. Application of article; provisions included in plans and specifications

(i) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(ii) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

(iii) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.

(iv) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(v) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(vi) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(vii) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local
agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(viii) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(ix) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(x) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
(ii) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
SECTION C - WAGE AND EQUIPMENT RATES

1. Prevailing Wage Rates

In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable to the work to be done, and a current copy of said prevailing wages is on file with the City Clerk. Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

The successful bidder will be required to post a copy of these general prevailing rates of per diem wages in a conspicuous place at the job site forthwith upon undertaking the public work called for herein.

In addition, the City Charter of the City of Vallejo requires that the Contractor and all his/her Subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed. The Contractor shall, as a penalty, forfeit to the City FIFTY DOLLARS ($50.00) for each calendar day or portion thereof, for each employee paid less than the prevailing salary or wage for any public work done under the contract by him/her or any subcontractor under him/her.

The State Labor Code states that for violations of public works laws relating to payment of prevailing wages, the City of Vallejo will be required to withhold from any progress payments owed to a contractor any amounts that have been forfeited as penalties, or as wages owed to employees, who have not been paid the prevailing wage for work performed. Effective 1/1/93, the City is required to directly transfer all withheld wages and penalties to the Labor Commissioner for disbursement in those cases where a contractor fails to bring a lawsuit for amounts withheld within 90 days after the completion of the public works contract and formal acceptance of the job by the City.

Also, the Labor Commissioner is permitted to intervene in any lawsuit brought by the contractor against an awarding body for recovery of amounts withheld. In the event that the contract does not prevail in the lawsuit to recover the amounts withheld, the wages and penalties will then be forwarded to the Labor Commissioner for disbursement in the manner previously described.

2. Payroll Record

In accordance with the provisions of Section 1776 of the Labor Code of the State of California, the Contractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractor in connection with this project. This payroll record shall be certified and available for inspection at all
reasonable hours at the principal office of the successful bidder and a certified copy shall be furnished within ten (10) days after receipt of a written request by the following parties:

A. An employee or his/her authorized representative
B. City's representative
C. Representative of Labor Standard Enforcement and Division of Apprenticeship Standard of Department of Industrial Relations.

Any copy of the payroll record made available for inspection and furnished to the public through the above entities shall not disclose names, addresses or social security numbers of individual employees except the name and address of the Contractor.

In the event of non-compliance with the requirement of this subdivision, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notices from the State or City. If the non-compliance is still evident after the ten-day period, the Contractor shall, as a penalty, forfeit to the City TWENTY-FIVE DOLLARS ($25.00) for each calendar day, for each employee, until strict compliance is effectuated.

3. **Equipment Rental Rates**

Equipment rental will be paid for as provided under Section 9-1.03A of the State Standard Specifications at the rates listed in the EQUIPMENT RENTAL RATES TABLE of the State of California, Department of Public Works, Division of Highways, latest issue, for use in their Special Provisions, a copy of which Table of Rates is filed in the City Engineer's Office.
A contract to perform public works under Labor Code §1777.5 has been awarded to:

<table>
<thead>
<tr>
<th>Name of General Contractor:</th>
<th>Contractor’s License Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th>City:</th>
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<tbody>
<tr>
<td>Zip code:</td>
<td>Telephone Number: (   )</td>
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Address or Location of Work Site (include City and/or County):

<table>
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<tr>
<th>Contract or Project Number:</th>
<th>Dollar Amount of Contract Award:</th>
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</table>

<table>
<thead>
<tr>
<th>Starting Date (Estimated or Actual)</th>
<th>Completion Date (Estimated or Actual)</th>
<th>Number of Working Days:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month Day Year</td>
<td>Month Day Year</td>
<td></td>
</tr>
</tbody>
</table>

Type of Construction (Highway, school, hospital, etc.):

- NEW CONSTRUCTION
- ALTERATIONS

Classification or Type of Workman (Carpenter, Plumber, etc.):

Is language included in the Contract Award to effectuate the provisions of Section 1777.5 as required by the Labor Code?

- YES
- NO

Is Language included in the Contract Award to effectuate the provisions of Section 1776 as required by the Labor Code?

- YES
- NO

Signature: |
| Title: |
| Date: |

<table>
<thead>
<tr>
<th>Printed or Typed Name:</th>
<th>Telephone Number: (   )</th>
</tr>
</thead>
</table>

Duplication of this form is permissible.
<table>
<thead>
<tr>
<th>DISTRICT OFFICES</th>
<th>ADDRESS</th>
<th>TELEPHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fresno 93721</td>
<td>2550 Mariposa Street, Room 3080</td>
<td>(209) 445-5431</td>
</tr>
<tr>
<td>Los Angeles 90012</td>
<td>107 South Broadway, Room 5034</td>
<td>(213) 897-1385</td>
</tr>
<tr>
<td>Oakland 94621</td>
<td>7700 Edgewater Drive, Suite 327</td>
<td>(510) 729-5170</td>
</tr>
<tr>
<td>Sacramento 95825</td>
<td>2424 Arden Way, Suite 160</td>
<td>(916) 920-6111</td>
</tr>
<tr>
<td>San Jose 95113</td>
<td>100 Paseo De San Antonio, Room 125</td>
<td>(408) 277-1273</td>
</tr>
<tr>
<td>Santa Ana 92701</td>
<td>28 Civic Center Plaza, Room 525</td>
<td>(714) 558-4126</td>
</tr>
</tbody>
</table>
# SECTION D: TECHNICAL SPECIFICATIONS

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SECTION D.0001 - ORDER OF WORK

PART 1      GENERAL

1.01     SCOPE OF WORK

A. Order of work shall conform to the provisions in Section B 5-1.05A, “Order of Work” and these special provisions.

B. Attention is directed to Section B 8-1.01, “Subcontracting”, paragraph 5 and 6 and these special provisions.

C. Attention is directed to Section B 7-1.04, “Permits and Licenses” and these special provisions. Immediately upon award of the Contract the Contractor shall apply for and obtain any permits necessary to complete this project.

D. Attention is directed to Maintaining Traffic elsewhere in these special provisions.

E. All trucks transporting materials shall use approved City Truck Routes as shown on City Standard Drawing 2-06.

PART 2      MATERIALS

NOT APPLICABLE

PART 3      EXECUTION

3.01     NOTICE TO AFFECTED PARTIES

A. The Contractor is to provide notice to all affected parties of the dates and times that there will be restricted street access and parking adjacent to their parcel. The Contractor shall give a minimum of three (3) days advance notice prior to beginning work adjacent to affected parcels / businesses.

B. Notification shall be via signs posted on barricades along edge of roadway and signs at bus stops where applicable. Text shall be as approved by the Engineer. As schedules change, affected areas shall be re-notified / reposted in the above manner as often as is necessary and as directed by the Engineer at no additional cost to the City.
3.02 PRESERVATION OF EXISTING FACILITIES

A. Attention is directed to Section 7-1.11, Preservation of Property, Section B General Provisions. Due care shall be exercised to avoid injury to existing street and highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are not to be removed.

B. The Contractor shall contact U. S. A. far enough in advance so that all utilities are marked prior to beginning work. Contractor shall be aware that PG&E, AT&T and Comcast utility companies have limited personnel to mark their utility lines. As such, Contractor shall coordinate its request to the output that can be provided by the individual utility company.

C. The Contractor shall provide a sufficient number of reference points to re-establish existing alignment and locations of existing pavement delineations after paving has occurred. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks and other pavement markings, where it is not apparent or clear in the striping plans.

D. The Contractor shall take necessary measures to protect existing roadway utility boxes, vaults, manhole rims, and any other structures, from damage or defacing by construction equipment, asphalt, concrete, tack oil, striping products, etc.

E. The Contractor shall replace any fiber optic cable or Traffic Signal Interconnect Cable (SIC) that is damaged during the construction. The cable shall be in accordance with the City Standard Specifications and shall be approved before installation. No splices shall be allowed, therefore if damage should occur, the Contractor shall replace the fiber optic cable from Hub to Hub. Replaced fiber optic cable shall be tested in accordance with the City Standard Specifications, Standard Specifications and the manufactures specifications. Testing shall be approved by the Engineer.

3.03 MISCELLANEOUS ITEMS

1. Contractor’s Daily Roster and Manifests – The Contractor shall provide on a daily basis to the City Inspector, a list of all worker names, crafts and equipment involved with the project. In addition, the Contractor shall collect and upon request by City Inspector, immediately provide any and all materials tags or manifests.

2. Portable Water Vehicles – The Contractor shall provide and operate a portable water vehicle to deliver water for construction and to equipment such as rollers, grinding machines and for general airborne dust control. The Contractor shall be continuously prepared throughout the course of
the project to immediately mitigate airborne dust nuisance. Full compensation for furnishing, hauling and operating a portable water vehicle (such as a water truck or a water tank trailer) shall be considered as included in the various Contract items of work and no additional payment will be made therefor.

3. Extra Work Statements – Extra work statements submitted to the City by the Contractor shall include manpower classifications, and applicable fringe benefit amounts, surcharges and markups in the calculation of charges. The Contractor is reminded that authorization must be granted by the Engineer prior to beginning any extra work on force account.

3. Surface Course Paving - The uppermost layer of new pavement (surface course) shall not be placed until all underlying conduit, loop detectors and all concrete hardscape as noted on the plans have been installed.

PART 4 MEASUREMENT AND PAYMENT

4.03 MEASUREMENT AND PAYMENT

A. Payment for all aspects of Order of Work is considered to be included in the various Contract items of work and no additional compensation will be allowed therefor.

END OF SECTION
SECTION D.0100 - MOBILIZATION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment and supplies to the project site, including administration, overhead, bonds, insurance and incidentals; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various Contract items on the project site. Mobilization shall include de-mobilization of equipment and personnel upon completion of construction. All the preceding items as related to mandatory night work shall also be included in the scope of mobilization.

B. Prior to construction and at the time of mobilization, Contractor shall furnish two (2) project signs and install them at locations directed by City.

PART 2 PROJECT SIGN MATERIALS

A. Project sign shall be 60” long by 42” wide per Figure 1 shown below, with white background, ¼” black border lines and black legend in “Arial” font, all caps.

B. The sign shall be made of 0.080” thick aluminum with a UV protective coating.

C. Contact City for color logo graphic.

PART 3 EXECUTION

3.01 MOBILIZATION

A. Mobilization shall conform to Section 11 of the Caltrans Standard Specifications.

3.02 PROJECT SIGN

A. Contractor shall submit a sign proof for City approval prior to sign construction.

B. Contractor shall securely fasten project signs on Type III barricades and place or relocate as directed by Engineer. The project signs shall be maintained and repaired as directed by the Engineer during the project.

C. After completion of the project, Contractor shall deliver the signs in good, repaired condition to the City Corp Yard at 111 Amador St., Vallejo.
PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. Measurement and Payment for mobilization shall be paid for by the Contract Lump Sum price paid for Mobilization and as contained in Bid Item 1. The Contract lump sum price paid shall be for all items described in this Mobilization section and shall include full compensation for all work involved for furnishing all labor, tools, equipment and incidentals, complete, in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

B. All materials, labor and expenses involved with furnishing, moving and placing project sign and Type III barricades shall be considered to be included in the Lump Sum price paid for Mobilization and contained in Bid Item 1.

FIGURE 1

PROJECT FUNDED BY MEASURE 'B'

YOUR TAX DOLLARS AT WORK

ADMIRAL CALLAGHAN L.N. PAVEMENT REHABILITATION PROJECT • FY 12/13

ROAD WORK AND DETOURS AHEAD PLAN FOR DELAYS

END OF SECTION
SECTION D.0110 - CPM CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This work shall include the development of the initial Critical Path Method (CPM) construction schedule, and the monthly updating of the schedule (Progress Schedules) to reflect the progress of the work and any changes or modifications of the work during construction.

PART 2 MATERIALS

2.01 The initial CPM construction schedule and subsequent Progress Schedules shall be prepared using the version of Microsoft Project 2010. The Contractor shall submit the initial CPM schedule, and each Progress Schedule, to the City in the form required in these specifications.

PART 3 EXECUTION

3.01 QUALIFICATIONS

A. The Contractor shall employ experienced scheduling personnel qualified in Critical Path Method scheduling techniques, and the use of the version of Microsoft Project 2010. Experience level required is set forth below. The Contractor may employ such personnel directly or may employ a services consultant for this purpose. After bid opening, the apparent successful low bidder shall provide the City with a written verification that the Contractor has the required personnel under its employ or that the Contractor will utilize a qualified CPM scheduling consultant. The written statement shall identify the individual who will perform CPM scheduling. The qualifications of the individual shall be verified by descriptions of construction projects on which the individual has successfully applied computerized CPM scheduling. The required level of experience shall include at least two projects of a similar nature, scope, and value. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. The City reserves the right to approve the Contractor’s scheduler, or consultant, and right to reject them at any time. The City also reserves the right to refuse replacement of the Contractor’s scheduler or consultant, if it believes such replacement will negatively affect performance of the Contract Documents.
3.02 GENERAL CPM SCHEDULE NOTES

A. The CPM construction schedule shall consist of an orderly and realistic plan for completion of the work. The CPM schedule shall include a series of activities and milestones, linked by relationships, set forth in a time-scaled manner. The CPM schedule shall be based on and incorporate milestone and completion dates specified in the Contract Documents. The overall time of completion and time of completion for each milestone shown on the CPM schedule shall adhere to times in the Contract Documents, unless an earlier (advanced) time of completion is requested by the Contractor and agreed to by the City. Any such agreement shall be formalized in a written Change Order. The City is not required to accept an earlier (advanced) schedule, i.e., one that shows completion dates earlier than that required in the Contract Documents. The Contractor shall not be entitled to additional compensation for completing the work prior to the completion date set forth in the Contract Documents, even if an earlier (advanced) time of completion is accepted by the City.

B. Neither the City nor the Contractor own float time. The Project owns the float time. As such, liability for delay of the Project Completion Date rests with the party whose unexcused delay, last in time, actually causes a delay to the Project Completion Date. For example, if Party A incurs an unexcused delay and uses some, but not all, of the float, and Party B later incurs an unexcused delay which uses all of the remaining float as well as additional time beyond the remaining float, then Party B shall be liable for the delay that represents a delay to the Completion Date. Party A would not be responsible for the delay to the Completion Date since it did not consume all of the float with its unexcused delay, and additional float remained, therefore, the Completion Date was unaffected by Party A.

C. The Progress Schedule shall be the basis for evaluating project progress, payment requests, and time extension requests. Responsibility for developing all Contract CPM schedules and monitoring actual progress as compared to the Progress Schedule rests with the Contractor.

D. Failure of the initial CPM schedule or Progress Schedules to include any element of the work or any inaccuracy in Progress Schedules shall not relieve the Contractor from responsibility for accomplishing the work in accordance with the Contract Documents. The City’s acceptance of schedules shall be for its use in monitoring and evaluating project progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the City, or act to relieve the Contractor of its responsibility for the means and methods of construction.
3.03 INITIAL CPM SCHEDULE

A. The Contractor shall submit the initial CPM schedule to the City for review at Pre-Construction conference. The initial CPM schedule shall consist of a realistic, detailed proposal of how the Contractor will proceed with the orderly completion of the work, in conformance with the Contract Documents. By way of the Contractor assigning activity durations and proposing the sequence of the work, the Contractor agrees to utilize sufficient and necessary management of resources to perform the work in accordance with the schedule. Submission of the Contractor's schedule to the City shall not relieve the Contractor of total responsibility for scheduling, sequencing, and performing the work to comply with the Contract Documents, including dealing with adverse effects such as delays resulting from ill-timed work.

B. The initial CPM schedule shall be time-scaled. Each activity that requires actual labor to complete shall have a duration assigned, in working days. Milestones, or zero-duration activities, can be assigned to major task completion points, such as Sewer Installation Complete, or single-event activities, such as Submittal of Pump Cut-Sheets.

C. The initial CPM schedule shall include all major activities pertaining to the completion of the work. Each activity will have a discrete activity name and number. No activity on the schedule shall have a duration of longer than fifteen (15) working days, with the exception of submittal, review and approval, fabrication, and procurement activities, unless otherwise approved by the City in writing.

D. All dependencies, or relationships, between activities shall be included in the initial CPM schedule. Only relationships of the Finish-to-Start and Start-to-Start type shall be used in the schedule.

E. The first activity on the schedule shall be a milestone activity corresponding to the award of Contract by the City Council. The last activity on the schedule shall be a milestone activity corresponding to the final acceptance of the project as complete by the City Council (Project Acceptance). All intervening activities shall have their start date linked directly to the Notice to Proceed, or to another activity that can be traced back to the Notice to Proceed.

F. The completion of each activity in the CPM schedule shall be linked to a subsequent activity or series of activities that can ultimately be traced to Project Acceptance. All activities, including predecessor activities proceeding through a Start-to-Start relationship to a successor activity, shall have a relationship subsequent to the completion of the predecessor activity that ultimately leads to Project Acceptance.
G. The CPM schedule shall clearly identify the activities that constitute the controlling operations, or Critical Path. Only one Critical Path from the Notice to Proceed activity to the Project Acceptance activity shall exist in the schedule. No more than twenty-five percent (25%) of the activities in the schedule shall be critical or near critical. Near critical is defined as having float of less than or equal to five (5) days.

H. City furnished materials, equipment, or activities playing a defined role in the project, if any, shall be identified as separate, individual activities. City review and/or processing activities shall be identified as separate, individual activities. The CPM schedule shall include the appropriate amount of time for submittals, City review of submittals, revisions to submittals, and re-review. The Contractor shall be responsible for any additional review cycles as a result of rejected submittals, without compensation for working days lost.

I. The CPM schedule shall include the procurement of major equipment or materials through receipt and inspection at the job site, including time for ordering, fabrication, delivery, and inspection. The CPM schedule shall show the dependencies (relationships) between procurement and construction.

J. The CPM schedule shall include a separate activity with a minimum of ten (5) working days for City to develop a punch list after project completion. Additionally, the CPM schedule shall include a separate activity with a minimum of ten (5) working days for the Contractor to complete punch list activities. A minimum of twenty (10) working days should be allotted between the project completion and project acceptance.

K. The CPM schedule shall show separate activities which identify periods of interface with utilities and other agencies.

L. Within ten (10) working days of the submittal of the initial CPM schedule, the City and the Contractor shall meet to review and discuss the initial CPM schedule, after the City has completed a review of the initial submittal. The City’s review and comment on the schedule will be limited to conformance with the Contract Documents and these specifications. The Contractor shall make the necessary corrections to the schedule to comply with the Contract Documents, and shall adjust the schedule to incorporate any missing information requested by the City. The Contractor shall resubmit the revised initial CPM schedule within five (5) working days of the meeting. The resubmitted, revised schedule shall be considered as the “Original CPM Schedule”. The City may receive the Original CPM Schedule with no exceptions taken, or may require that the Contractor make additional revisions to the first updated CPM schedule (Progress Schedule).
M. The City reserves the right to require the Contractor to adjust, add to, or clarify any portion of the Original CPM Schedule which may later be discovered to be insufficient for monitoring the progress of the work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

N. Submittal of the Original CPM Schedule, and subsequent Progress Schedules, shall be understood to be the Contractor’s representation that the schedule meets the requirements of the Contract Documents and that work shall be executed in the sequence indicated on the schedule.

3.04 MONTHLY PROGRESS SCHEDULES

A. The Contractor shall monitor progress of the work and shall update and adjust the schedule each month to reflect actual progress on schedule activities, any changes to activities, and the additional and/or subtraction of any activities due to change orders, additions, deletions, etc.

B. Each Progress Schedule submitted shall continue to show all activities, including those completed. Completed activities shall accurately reflect “as-built” information by showing when activities were actually started and actually completed.

C. Progress Schedules shall be submitted by the fifth working day of each month, with progress updated through the last calendar day of the previous month.

D. Within ten (10) working days of the submittal of the Progress Schedule, the City will complete a review and provide comments on the schedule. The City may reject the Progress Schedule, receive it with no exceptions taken, or may require that the Contractor make additional revisions to the next Progress Schedule.

E. The Progress Schedule will be utilized as part of the basis for the Contractor’s monthly application for payment. If the Progress Schedule is rejected, the Contractor’s application for payment will not be processed until the Progress Schedule has been revised, resubmitted, and either received with no exceptions taken or received with revisions to be made the following month.

3.05 SCHEDULE REVISIONS

A. Updating the schedule to reflect actual progress shall not be considered revisions to the schedule. However, the CPM schedule is recognized as a dynamic tool which changes as new information is acquired. Therefore, it
is anticipated that revisions to activity durations and sequences may be expected on a monthly basis as the project proceeds.

B. To reflect revisions to the schedule, the Contractor shall provide the City with a written revision request prior to incorporation into a Progress Schedule. The revision request shall consist of a narrative with an itemized, full description and reason for each revision to the schedule.

C. Schedule revisions shall not be incorporated into any Progress Schedule until the City has reviewed the revision request. The City may request additional information and justification for schedule revisions and the Contractor shall, within three (3) working days, provide the City with a complete written narrative response to the City’s request.

D. If the Contractor’s revision request is not accepted by the City, and the Contractor disagrees with the City’s position, the Contractor has seven (7) calendar days from receipt of the City’s letter rejecting the revision request, to provide a narrative providing full justification and explanation for the revision. The Contractor’s failure to respond in writing within seven (7) calendar days of the City’s letter rejecting the revision request shall be contractually interpreted as acceptance of the City’s position, and the Contractor waives its rights to subsequently dispute or file of claims regarding the City’s position.

3.06 RECOVERY SCHEDULE

A. If the Progress Schedule shows Project Completion, or any other specified milestone date, occurring after the date required in the Contract Documents, the Contractor shall submit to the City a proposed plan to recover the lost time. The proposed plan shall be in writing and shall include a written narrative of any activity revisions, sequence changes, and other revisions proposed. If the revisions include sequence changes, the Contractor shall submit a schedule diagram comparing the proposed revised sequence of work to the Original CPM Schedule.

B. The proposed revisions shall not be incorporated into the Progress Schedule until reviewed by the City. If the Contractor’s proposed revisions are not accepted by the City, the Contractor shall follow the procedures in paragraph 3.04.C and 3.04.D above.

3.07 SCHEDULE IMPACTS DUE TO CHANGE ORDERS, AND OTHER DELAYS

A. When the Contractor is directed to perform additional work under a Change Order, the Contractor shall prepare and submit to the City within ten (10) working days from the direction to proceed, a Schedule Impact Statement (SIS). The SIS shall include both a written narrative and a schedule diagram depicting any impacts the Contractor feels that the Change Order work will have on other project activities and on the Critical
Path. The SIS schedule diagram shall show how the Contractor proposes to incorporate the changed work into the CPM schedule, and whether a time extension will be required. Time extensions will only be granted if the Contractor can show conclusively that the changed work impacts the Critical Path.

B. The City will review the Schedule Impact Statement to confirm that the Contractor’s logic behind projected impacts to the schedule is appropriate. If the City concurs with the Contractor’s projected impacts, the Contractor shall incorporate the revisions into the next Progress Schedule, and the Contract Time will be appropriately adjusted, if required. If the City does not concur with the Contractor’s projected revisions, and they are not accepted by the City, the Contractor shall follow the procedures in paragraph 3.04.C and 3.04.D above.

C. The Contractor shall be responsible for all costs associated with the preparation of the Schedule Impact Statement, and the process of incorporating revisions into the Progress Schedule.

D. The Contractor is responsible for requesting time extensions for time impacts resultant from Change Orders that, in the opinion of the Contractor, impact the Critical Path of the current Progress Schedule. Failure of the Contractor to request time extensions, provide an SIS, or provide required Recovery Schedules will result in the Contractor waiving its right to a time extension and any costs to mitigate delays.

E. The City shall not be obligated to consider any time extension request unless requirements of the Contract Documents are complied with. Failure of the Contractor to perform in accordance with the current Progress Schedule shall not be excused by the submittal of SISs. If the Contractor does not submit an SIS within the required ten (10) working days for any Change Order, it is mutually agreed that the Change Order has no impact to the schedule and the Contractor does not require any time extensions for that Change Order.

3.08 SCHEDULE SUBMITTALS

A. Progress Schedules shall be submitted by the fifth working day of each month, with progress updated through the last calendar day of the previous month.

B. All CPM schedules shall be submitted by e-mail as a Microsoft Project 2010 file (mpp) and in portable document format (pdf).

C. Copies of a summary report shall be included in each submittal on 8-1/2 x 11-inch bond paper. The Summary report shall be sorted by activity number in ascending order, and shall include activity number; activity
name; original duration; remaining duration; predecessor and successor activities for each activity, including relationship type; early and late start dates; early and late finish dates; and total float.

D. A network plot of the schedule shall also be included in each submittal on a maximum 36 x 42-inch bond paper, showing activity name, activity number, links between activities, and showing a single critical path from the first activity through the last activity in the schedule. The network plot shall be in color, with the Critical Path clearly shown in red.

E. The Contractor shall submit to the City four hard copies of all schedule submittals.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. Payment for all aspects of “CPM Construction Schedules” is considered to be included in the various items of work and no additional compensation will be allowed therefor.

END SECTION
SECTION D.0120 - SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY

A. This Section describes the requirements for and types of submittals:

1. Submittal requirements specified in this Section include shop drawings, product data, samples, and miscellaneous Work related submittals.

2. Specific requirements for Work - related submittals are specified in applicable Sections for each unit of Work.

B. Engineer's Review:

1. Intent of Engineer's review of shop drawings is to give a preview in an effort to foresee unacceptable materials or assemblies and to avoid the possibility of their rejection at the Project Site.

2. Engineer will review submittals only for conformance with the design concept of the Project and with the information given in the Contract Documents.

3. The Engineer's review of shop drawings will be general and shall not be construed:
   a. As relieving Contractor of responsibility for omissions or errors, including details, dimensions, materials, etc.;
   b. That review of a separate item indicates acceptance of an assembly in which the item functions

1.02 QUALITY ASSURANCE

A. Submittal Log: Following Notice to Proceed, the Engineer will prepare a list of items (Submittal Log) that the Contractor is required by the Specifications to submit for review.

1. The Submittal Log will designate submittal number, submittal type, description, and format (hardcopy / electronic) for each entry.

2. Within 10 working days after receipt of submittal log from Engineer, provide information in Columns marked "Sub Contr. Name", "Supplier", "Date Sched.", and "Matl Date"; and return for review.

B. The explanation and instructions for use of the Submittal Log and a
sample Submittal Log sheet are included at the end of this Section.

C. As construction schedule is changed and/or updated, submit a marked copy of the Submittal Log showing changes to scheduled dates.

1. The Engineer will input information supplied by the Contractor onto the Submittal Log, tabulate submittal dates on log, update "Action" taken/required as well as show status of submittals, and distribute updated copies of log on a monthly basis.

2. No extension of time will be granted, nor will consideration be given to claims arising out of Contractor's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Engineer's review, and also do not allow ample time for revision, resubmission, and subsequent review by Engineer as required.

D. Performance: Promptly check each submittal for accuracy, completeness, and applicability.

1. Review for compliance, approve, and submit each submittal with reasonable promptness and in sequence that causes no delay in the Work or in the work of the Owner or any separate Contractor.

2. Identify each submittal to include name of Project, Specification Section, supplier, source, finish, and location of use in the Project.

E. Submittal Validity:

1. Submittals which are not required, or which are submitted without Contractor's approval, will not be processed by Engineer but will be returned to Contractor for compliance with Contract Document requirements.

2. In that event, it shall be deemed that Contractor has not complied with requirements of the Contract Documents, and Contractor shall bear responsibility for all delays as if no submittals had been submitted.

1.03 GENERAL SUBMITTAL REQUIREMENTS

A. Scheduling: Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, subcontractors, and in job progress schedule), show principal Work-related submittal requirements and time schedules for coordination and integration of submittal activity with related Work.

B. Coordination and Sequencing:
1. Coordinate preparation and processing of submittals with performance of the Work, so that Work will not be delayed by submittals.

2. Coordinate and sequence different categories of submittals for same Work and for interfacing units of Work, so that one will not be delayed for coordination with another.

3. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

C. Provide submittal material of types indicated in individual Sections of this Project Manual.

1. Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal name, and similar information to distinguish it from other submittals.

2. Show Contractor executed review, clearly exhibiting check marks and stamped approved marking acceptance, and provide space for Engineer's review or action marking.

3. Package each submittal appropriately for transmittal and handling.

4. Do not allow required shop drawing copies to be used in connection with the Work without appropriate final "Action" markings by Engineer.

D. Provide submittals as follows:

1. Each submittal shall be submitted with the cover sheet issued by the Engineer (sample included at end of this Section).

2. Number all submittals with assigned numbers from submittal log.

3. Sign and date, with Contractor's review stamp on each sheet of submitted material indicating that submittal is in conformance with Contract Documents.
   
   a. On submittals containing numerous small sheets, such as hardware schedules and product data, Contractor shall "review stamp" the submittal cover sheet.
   
   b. Submittals received without Contractor's stamp will be returned "No Action Taken."

4. Provide submittals for equipment in a given system at one time, each complete set in a separate binder.
5. When manufacturer's or fabricator's brochures, literature, and data sheets are submitted, identify clearly the system or product specified from other systems or products contained within preprinted information.
   
a. All options to be included shall be clearly identified.
   
b. Suppliers' letters will not be considered or acted on instead of manufacturer's printed information and instructions.

6. Indicate types, gauges, style, finishes, etc., of materials on submittals.
   
a. Include sufficient data to permit a detailed study of product or system submitted.
   
b. Include manufacturer's installation instructions and test reports where applicable.

7. Mark each submittal to clearly indicate use for which product, material, or procedure is being submitted.

8. Mark each item submitted with the applicable page and paragraph number of the Specification Section and/or the detail and sheet number of the Contract Drawings.

9. Piping, conduit, equipment, etc., submittals shall be accompanied with support/suspension information intended to be used for installation.

10. Efforts will be made to expedite submittals marked as "rush," provided all submittals are not marked "rush."
   
a. Transmittals/submittals marked "rush" and sent by regular mail will not be given preferential attention.
   
b. Suppliers' letters will not be considered or acted on instead of manufacturer's printed information and instructions.

1.04 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS

A. General: Except as otherwise indicated in individual Sections, comply with requirements specified in this Section for each indicated submittal category.

B. Shop Drawings: Furnish newly prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) with name of preparer indicated (firm name).
1. Show dimensions and notes which are based on field measurement.

2. Identify materials and products in the work shown.

3. Indicate compliance with standards, and special coordination requirements.

4. Initial Submittal: One correctable translucent reproducible print and 3 blueline or blackline prints.
   a. Reproducible and 1 print will be returned.
   b. Initial submittal is final submittal if Engineer's action marking does not indicate either "Revise and Resubmit" or "Rejected."

5. Final Submittal: One correctable translucent reproducible print and 3 blueline or blackline prints, plus 2 additional prints where required for maintenance manuals.
   a. Prints will be retained and reproducible will be returned.
   b. Furnish sufficient field copies of final shop drawings for construction and coordination use.

C. Product Data:

1. Collect required data into 1 submittal for each unit of Work or system.
   a. Mark each copy to show which choices and options are applicable to the Project.

2. Submittal: Do not submit product data or allow its use on the Project until compliance with requirements of Contract Documents has been confirmed.
   a. Submittal is for information and record, unless otherwise indicated.
   b. Initial submittal is final submittal unless returned promptly by Engineer marked with an action which indicates an observed noncompliance.
   c. Submit legible product data and signed submittal cover sheet electronically via e-mail in portable document format (pdf). In addition, submit up to 6 paper hard copies as requested by Engineer.
3. Installer Copy: Do not proceed with installation of materials, products, or systems until a copy of approved applicable product data is in possession of installer.

D. Samples:

1. Provide units identical with final condition of proposed materials or products for the Work.
   a. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set.
   b. Provide full set of optional samples where Engineer's selection is required.
   c. Prepare samples to match Engineer's sample where so indicated.
   d. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards.
   e. Samples are submitted for review and confirmation of color, pattern, texture, and "kind" by Engineer.
   f. Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.

2. Submittal: Provide preliminary submittal of a single set of samples for Engineer's review and initial selection.
   a. Initial submittal is final submittal unless returned with "Action" which required resubmittal.
   b. Submit 2 sets of samples in final submittal one set will be returned.

3. Quality Control Set: Maintain returned final set of samples at Project Site, in suitable condition and available for quality control comparisons by Engineer and others.

4. Reusable Samples: Returned samples which are intended or permitted to be incorporated in the Work shall be undamaged at time of use.

E. Mockups: Where mock-ups and similar samples are indicated in individual Work Sections, comply with requirements for "samples" to
greatest extent possible, and process transmittal forms to provide a record of activity.

F. Inspection and Test Reports: Classify each as either "shop drawing" or "product data," depending upon whether report is uniquely prepared for Project or a standard publication of workmanship control testing at point of production, and process accordingly.

G. Installation Instructions:

1. Submit 2 copies, one each for Inspector of Record and Engineer.

2. Where installation at Project Site is covered by manufacturer's written installation instructions and/or guidelines, furnish additional copies to fabricators, installers, and others involved in performance of the Work.

H. Guaranties and Warranties:

1. Refer to specific Division 2 through 16 Sections for specific general requirements on guaranties and warranties, product/workmanship bonds, and maintenance agreements.

I. Standards:

1. Where copy submittal is indicated, submit 2 copies, one each for Engineer and Owner.

2. Where workmanship at Project Site and elsewhere is governed by a standard, furnish additional copies to fabricators, installers, and others involved in performance of Work.

J. Closeout Submittals: Refer to "closeout" sections for specific general requirements on submittal of closeout information, materials, tools, and similar items.

1. Record Document Copies: Comply with special provisions and as directed by the Engineer.

2. Maintenance/Operating Manuals: Comply with special provisions and as directed by the Engineer.

3. Materials and Tools: Refer to individual Work Sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

K. General Distribution: Provide additional distribution of submittals not included in foregoing copy submittal requirements to subcontractors, suppliers, fabricators, installers, governing authorities, and others as
necessary for proper performance of Work.

1.05 ACTION ON SUBMITTALS

A. Engineer's Action: Engineer will review each submittal, mark with "Action" and return within twenty-one (21) calendar days from date of receipt.

B. Where submittal must be held for coordination with other submittals, Contractor will be so advised without delay.

C. Action markings shall be interpreted as follows:

1. "No Exception Taken": Work may proceed, provided it complies with Contract Documents.
2. "Exceptions Noted": Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents.
3. "Revise and Resubmit" or "Rejected": Do not proceed with Work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking.

D. The Engineer will return reviewed submittals electronically via e-mail to a designated address provided and managed by Contractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 SUBMITTAL LOG

A. PURPOSE

1. Identify products/materials to be used on the Project and manufacturer/brand and subcontractor responsible for installation of same.

2. Define submittal number, description, type, and quantity of submittals required.

3. Monitor status of submittal as they proceed through the review process.
4. Ensure, insofar as possible, that the Project will not be adversely affected by the submittal review process.

B. ENGINEER’S RESPONSIBILITIES

1. Prepare a submittal log of items which the Contractor is required by specifications to submit for review (see attached sample).

2. Designate submittal number, submittal type, description and quantity, for each entry requiring a submittal.

3. Input information supplied by the Contractor onto the submittal log.

4. Tabulate submittal dates on log, show "Action" taken/required and show status of submittals.

5. Distribute updated copies of log on a monthly basis.

6. Return reviewed submittals electronically via e-mail to a designated address provided and managed by Contractor.

C. CONTRACTOR’S RESPONSIBILITIES

1. Within ten (10) working days after receipt of Submittal Log from Engineer, provide information in Columns marked "SUB CONTR NAME", "SUPPLIER", "DATE SCHED", and "MATL DATE" and return for review. Submit electronically via e-mail.

2. Provide Engineer with red marked copy of log showing any necessary changes to "Scheduled Dates" on a bi-monthly basis. Submit electronically via e-mail.

3. Refer to attached SAMPLE for format.

D. DEFINITION OF COLUMN LABELS AND ABBREVIATIONS USED

1. SUBMITTAL NUMBER: (Information supplied by the Engineer) Based on Specification Section - Number consecutively.
   Example: For Section 05400 - The first submittal would be numbered 05400-001. Should this submittal need to be resubmitted, the new submittal would be numbered 05400-001.1, and so on.

2. SEQ NUMBER:
   a. This sequentially identifies each submittal by particular item. The first submittal would be numbered 1. Should this submittal need
to be resubmitted, the new submittal would be numbered 1.1 and so on.

3. DESCRIPTION: (Information supplied by Engineer)
   a. This will identify specifically the material to be submitted. A list of submittal types is included below.

4. SUBCONTR NAME: (Information supplied by the Contractor).
   a. If the general Contractor is submitting this for a subcontractor, that firm's name would be entered here.

5. SUPPLIER: (Information supplied by the Contractor).
   a. The supplier/manufacturer name should be entered here. Example: "General Electric".

6. SUB TYPE: (Information supplied by the Engineer)
   This indicates the submittal type:
   PRDT - Product Data
   SHDG - Shop Drawings
   SAMP - Samples
   INST - Installation Instructions
   TSRP - Test Reports
   WARR - Warranties
   CLDC - Close-out Documents (O&Ms, As-Builts, etc.)
   OTHR - Special requirements dictated by certain projects

7. FORMAT: (Information supplied by the Engineer)
   Refers to the required format of the submittals: electronic, hard copy or both

8. DATE SCHED: (Information supplied by the Contractor).
   a. Prior to sending any submittals, the Contractor will supply an anticipated date the submittal will be sent. This is used by the Engineer to schedule work load in order to return submittals in a timely manner.

9. DATE REC (Information supplied by Engineer)
   a. This refers to the date the submittal was received by the Engineer.
10. DATE TO CONTR (Information supplied by Engineer)
   a. This refers to the date that the Engineer returned the submittal to the Contractor.

11. MATL DATE: (Information supplied by the Contractor).
   a. This refers to the date that the material/equipment is scheduled to be delivered to the Job Site.

12. ACTION (Information supplied by Engineer)
   a. This reflects the review stamp that is marked by the Engineer showing what action has been taken with the submittal:
      NET - No Exceptions Taken
      SSI – Submit Specified Item
      MCN – Make Corrections Noted
      R&R - Revise & Resubmit
      REJ - Rejected

13. STATUS (Information supplied by Engineer or Contractor)
   This refers to the current status of the submittal as of the date printed.
   NR NOT RECEIVED: Submittal has not be received from the Contractor.
   PEND PENDING: Has been received and is under review.
   COMP COMPLETE: Has been received, marked either No Exception Taken or Exceptions Noted and therefore does not require further submittal.
   R&R REVISE AND RESUBMIT: Has been received, reviewed, and marked either Revise & Return or Rejected, therefore requiring a resubmittal.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

   A. Payment for all aspects of Submittals is considered to be included in the various items of work and no additional compensation will be allowed therefor.

END OF SECTION
## PART 5  SAMPLE SUBMITTAL LOG

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SECTION D.0150 - POTHOLING FOR EXISTING UTILITIES

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Potholing at locations as shown in the plans or determined in the field by the Engineer to verify depth of underground utilities within areas of work and using equipment, tools and hand work as necessary to protect the concealed utilities; backfilling with construction sand and concrete slurry to existing grade.

1.02 CALIFORNIA ADMINISTRATIVE CODE

A. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, section 1540 states:

1. “Prior to opening and excavation, effort shall be made to determine whether underground installations; i.e., sewer, water, gas, electric lines, storm drain, cable TV, telephone, and fiber optics, will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.”

1.03 PUBLIC UTILITIES AFFECTED:

A. The list includes, but is not limited to the following:

1. Electrical: Pacific Gas & Electric

2. Gas: Pacific Gas & Electric

3. Water Service: City of Vallejo has jurisdiction over water usage.

4. Drainage: The Vallejo Sanitation and Flood Control District (VSFCD) has jurisdiction over drainage in the area.

5. Roads: The City of Vallejo has jurisdiction over roads in the area.

6. Cable Television: Comcast Communications, Inc. It should be noted that where overhead service to a structure that has service does not exist then underground service shall be assumed to exist. For underground utility location, call USA at (800) 642-2444.
7. Telephone: AT&T - It should be noted that where overhead service to a structure, known to receive service, does not have overhead service, then underground service shall be assumed to exist. For assistance with location of underground telephone facilities, call USA at (800) 642-2444.

8. Signal Interconnect Cable (SIC), Traffic Signal and Street Light Electrical: City of Vallejo

PART 2 MATERIALS

2.01 CONCRETE SLURRY

A. Concrete slurry backfill shall be a 2-sack pea-gravel mix that attains 3,000 psi in 7 days.

2.02 CONSTRUCTION SAND

A. Clean, washed, construction sand shall be utilized as initial backfill a minimum of 2 inches around the exposed utility prior to backfill with concrete slurry.

PART 3 EXECUTION

3.01 CONTRACTOR RESPONSIBILITY

A. The Contractor shall anticipate water, sewer, storm drain, electrical, gas, cable TV, and telephone services. It may be expected that there will be variation in location from what is marked in the field by various utilities, and the actual location. The actual locations shall be verified in the field as directed by the Engineer.

B. It shall be the Contractor’s responsibility to mark excavation areas and to notify the Underground Service Alert (USA) at 800-227-2600 at least five (5) working days prior to beginning excavation in any area. Also, cable TV shall be contacted three (3) working days prior to excavation.

The Contractor shall pothole for potential utility conflicts where directed by the Engineer prior to commencing roadway asphalt removal or demolition of facilities. The potholing shall be done sufficiently ahead of the installation or construction of facilities so that the Engineer has at least five (5) working days to address any conflicts.

C. The Contractor shall be responsible to coordinate with the various utility agencies to become familiarized with all known underground utility obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating their actual existence. No extra payment will
be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

D. The Contractor, in conjunction with the affected utility company(s), shall locate and establish the horizontal and vertical location of all utilities shown on the Plans and/or marked in the field. This may be done on an area-by-area basis, but shall be accomplished at least 5 working days in advance of the date of construction within such area and prior to any fabrication. Any discrepancies (horizontal and/or vertical) between the locations of a utility found by the potholing operation than that shown on the Plans shall be brought to the Engineer's attention immediately.

E. Overhead utility poles within ten feet (10’) of trenching shall be adequately braced until trench is backfilled as directed by utility company representative. Overhead lines shall not be damaged. If damaged, the Contractor shall repair overhead lines, and such repair shall be considered work under this Contract and not extra work.

F. Unless otherwise specified, the Contractor shall remove all interfering portions of abandoned utilities and shall properly seal the remaining work.

G. Backfill of Potholes – Contractor shall be prepared with construction grade sand to place over found utilities as directed by Engineer, in addition to 2-sack concrete slurry in adequate amounts to reach pavement grade.

H. If the Contractor learns of the existence or location of any utility omitted from or shown incorrectly on the Plans or not properly marked, the Contractor shall immediately notify the Engineer. Required relocation work shall be performed by the Contractor for utilities. Delays resulting from mainline utility relocation shall be considered unavoidable and will not be included in the required completion time provided the Contractor diligently pursues correction of the situation. Adequate written evidence of diligent pursuit shall be provided upon demand by the Engineer whose determination of diligent pursuit shall be final. Laterals and service lines encountered, whether shown or not shown on the plans, shall be handled as required by the governing utility and any effect on the project due to their presence shall not constitute a claim for additional compensation.

I. Pothole and verify location of existing water lines under the supervision of the City Water Maintenance. Call forty-eight (48) hours before start of work close to water main. Pothole and verify location of existing utilities under the supervision of utility representatives, as appropriate.

J. All existing utilities and improvements that become damaged during construction shall be completely restored to the satisfaction of the local agency engineer, at the Contractor's sole expense prior to acceptance of
job. Any damage to the City water lines shall be repaired to meet City of Vallejo specifications and Utility Director's approval.

K. Damaged traffic detection loops shall be replaced and functioning within 5 days of their destruction at Contractor's expense, per City specifications; City will not allow splicing.

L. Wherever the Contractor is to remove, demolish, abandon, slipline, reline, or rehabilitate a District facility, or where the Contractor will perform any work that has the potential to interrupt service, these conditions shall apply. The Contractor shall coordinate his work with the District. The Contractor shall be responsible to investigate connections to the facilities to be affected. Contractor shall ensure that no potentially live connections, whether currently active or not, will become damaged, disconnected, or blocked off, from the District system as a result of his work. Such investigation shall include, but shall not be limited to pre-construction CCTV inspection of the facilities, research and discussion with customers in the area that may be connected, dye testing of privately owned fixtures and publicly owned facilities in the area that may be connected. Any costs or damage(s) resulting from the Contractor's failure to accurately identify any live connection(s) to the facilities to be affected, shall be the responsibility of the Contractor.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. "Pothole for Signal Interconnect Cable (SIC)" as directed by Engineer shall be measured by each (EA) location actually potholed in the field.

4.02 PAYMENT

A. Payment for "Pothole for Signal Interconnect Cable (SIC)" shall be paid per each location potholed and as contained in Bid Item 5. The Contract unit price shall include full compensation for coordinating with USA and the City for utility marking, complete traffic control implementation as directed by Engineer, hand and mechanical excavation of existing pavement and subsurface material, disposal of spoils, compaction, backfill with sand and concrete slurry, placement of hot mix asphalt or cutback asphalt, temporary plates and cutback around plates if required, all the labor, material, equipment, tools and incidentals necessary to locate and expose the existing buried utility, complete, in place, as specified in the Contract Documents, and as directed by the Engineer.

END OF SECTION
SECTION D.0200 - TRAFFIC CONTROL

PART 1  GENERAL

1.01 SCOPE OF WORK

A. This work shall include installation of temporary advance warning and construction signs, flagging, traffic-handling equipment, devices and other related items to provide for safety and convenience to the public and traffic during all phases of construction.

B. Traffic control shall be performed in accordance with Part 6, “Temporary Traffic Control” of the 2012 California Manual on Uniform Traffic Control Devices (FHWA’s MUTCD 2009 Edition, as amended for use in California), also called the California MUTCD.

C. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7–1.09, "Public Safety," of the General Provision

PART 2  MATERIALS

2.01 All traffic control devices shall conform to Section 12 of the Caltrans Standard Specifications.

PART 3  EXECUTION

3.01 SCHEDULE OF OPERATIONS AND TRAFFIC CONTROL PLAN

A. The Contractor must submit a detailed schedule of operations and a traffic control plan to the City by the date of the pre-construction meeting for review and comment. No work will begin until the traffic control plan has been approved.

3.02 TRAFFIC CONTROL PLAN REQUIREMENTS

A. It is recommended that Traffic Controls Plans be prepared by a California licensed traffic engineer or professional engineer with specialty in traffic engineering or by a company specializing in the preparation of traffic control plans.

B. All Traffic Control Plans (TCPs) shall:

a. be submitted on 11”x17” or 24”x36” paper;

b. be computer generated in black and white and clearly visible when reproduced (“Google” aerials, 3D symbols, and photocopies direct from the California MUTCD or other traffic control handbooks will not
be accepted) or hand drawn in black and white (hand drawn TCPs shall use a straight edge for line work and shall be legible); 
c. use a scale no larger than 1"=80’ (TCPs requiring more than one sheet shall use match lines); 
d. show north arrow in correct alignment; 
e. include Contractor’s name, address, telephone number, and telephone number of the 24-hour contact person representing the Contractor; 
f. note the type of work that the submitted TCP will be used for and the duration of work; 
g. note the posted speed limit; 
h. use California MUTCD sign code designations; 
i. use the symbols shown on Table 6H-2 of the California MUTCD 2012 Edition to identify cones/delineators, barricades, signs, flaggers, etc. (note, all symbols to be in black and white); 
j. be site specific (show existing lane geometry, medians, driveways, sidewalks, bus stops, etc.); 
k. show all streets in the work zone vicinity to ensure proper orientation; 
l. show all parking restriction zones and signs, as appropriate; 
m. show all existing traffic signals and traffic control signs; 
n. show staging area and materials storage area, as appropriate; 
o. show signs and barricades that will be required to direct pedestrians through or around the construction work zone; 
p. provide a line map showing detour route and signage for all half road or full road closures; 
q. label all taper lengths and widths, delineator spacing and sign spacing (all dimensions to be shown on the plan and not in table form).

C. Additional requirements could be needed dependent upon each situation.

D. The following General Notes shall be added to the Traffic Control Plan:

1. The City, through its designated employees, reserves the right to initiate field changes to assure public safety.
2. Road closures will require minimum (5) working day notice and shall be approved by the Department of Public Works Traffic Engineering Division prior to closure.
3. All traffic control devices shall be removed from public right-of-way when not in use.
4. Work hours shall be restricted to between 8:00 a.m. to 4:00 p.m. unless approved otherwise.
5. Trenches shall be back filled or plated during non-working hours.
6. All sidewalks and pedestrian pathways shall be clear of debris and ADA accessible after work hours unless pedestrian detours are approved.
7. Pedestrian controls shall be provided as shown on the plans.
8. Temporary "NO PARKING" signs shall be posted 72 hours prior to commencing work.
9. Access to driveways will be maintained at all times unless other arrangements are made.
10. The Contractor shall replace, within 72 hours, all traffic signal loops damaged during construction.
11. The Contractor shall make immediate temporary repairs to any street light/traffic signal conduit damaged during construction. Permanent repairs shall be made within five (5) working days.
12. All striping removed or damaged, will be replaced by the Contractor with like material within 24 hours (or replaced with temporary tape, though the Contractor is still responsible for the full replacement as noted above).
13. All flaggers shall be equipped with a hard hat, two-way radios, and "Stop/Slow" paddle. In addition, all flaggers shall be trained in the proper fundamentals of flagging traffic.
14. Any work that disturbs normal traffic signal operations shall be coordinated with the City of Vallejo's Traffic Supervisor, 72 hours prior to beginning construction (if work will be done on a Monday, notice shall be given by the end of business day the Thursday before) at (707) 648-4518.
15. The Contractor shall maintain all traffic control devices 24 hours per day and 7 days per week.
16. A minimum of twelve (12) foot travel lanes shall be maintained, (14) foot travel lanes when Class II bike lanes are closed or when closing a lane on a signed Bike Route.

3.03 TRAFFIC CONTROL DEVICES

A. Installation of all traffic control devices shall conform to Section 12 of the Caltrans Standard Specifications.

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

C. When lane closures are set for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

3.04 PARKING RESTRICTIONS

A. Restriction of parking on the street will be permitted only when authorized by the Engineer.

B. A minimum of 72 hours posted notification of restricted parking is required
for all areas authorized for no parking. To legally tow vehicles parked in posted construction zones, the 72 hour advance notification is required.

C. Length of parking restriction shall be as approved by the Engineer.

3.05 FLAGGING

A. The Contractor must provide all flag persons necessary for the direction of public traffic either through or around the work, including but not limited to providing a flag person at all times during the unloading of concrete or asphalt trucks.

3.06 OPEN EXCAVATIONS

A. Barricades of the flashing beacon variety shall be placed at each excavation site and left until the Engineer deems there is no longer a hazard.

B. Contractor shall provide steel plates to cover any open excavation in the roadway. Steel plates shall have sufficient strength to support a H20 loading.

C. Contractor shall provide steel plates or wooden boards to cover any open excavation in the sidewalk or curb ramp area. Wooden boards shall have sufficient strength to support a 300lb. live load.

3.07 LANE CLOSURE AND DETOUR TRAFFIC CONTROL SYSTEMS

A. A traffic control system shall consist of closing traffic lanes and setting up detours, signs and providing all traffic control including flag persons in accordance with the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones, and these special provisions.

B. Contractor shall be responsible for all aspects of detouring traffic around the construction zones during cold milling and paving operations, including 72 hour advance warning signs with date of detour noted.

C. Detour plans shall be submitted for City review and approval prior to initiation of construction activities that would continuously obstruct traffic within a work day.

D. Lane closures or detours may be required as traffic control for cold milling and paving operations.
PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Traffic control for Admiral Callaghan Ln. and connecting streets and access ways shall be measured as a Lump Sum (LS) to adequately address all the different areas and types of work specified in the Contract Documents and per the standards contained within the 2012 California MUTCD.

4.02 PAYMENT

A. "Traffic Control" shall be paid for by the Lump Sum as contained in Bid Item 3. The Contract unit price shall include full compensation for generating TCPs, for all work involved in providing the traffic control system, including but not limited to all barricades, signs, delineators, and all required traffic control devices, including all flag persons necessary for the direction of public traffic through or around all work, as well as all labor, tools, equipment and incidentals, and for doing all work involved, complete, in place, as specified in the Contract Documents and as directed by the Engineer.

B. Temporary pavement markers ("floppies") and crosswalk striping shall be considered to be included in the price paid by lump sum for Traffic Control and no additional or separate compensation will be made therefor.

END OF SECTION
SECTION D.0320 - RECYCLING & WASTE MANAGEMENT PLAN (WMP)

PART 1       GENERAL

1.01 WASTE MANAGEMENT PLAN (WMP)

A. The City of Vallejo is making an effort to recycle or to salvage the materials for this project. A Waste Management Plan (WMP) is required for this project. Many of the demolition materials of this project, such as asphalt concrete and Portland cement concrete can be recycled or reused.

B. The Contractor is required to list in the WMP the materials that will be recycled, reused or disposed, resulting from the project. The Contractor is required to recycle or reuse a minimum of 95% of demolition debris generated by this project. Hazardous materials shall be discounted in the calculation of recycle or reuse requirement.

C. The Waste Management Plan (WMP) shall indicate:

1. The total weight of project debris, by materials type, generated.

2. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling.

3. The vendor or facility that the Contractor proposes to use to collect or receive that material.

4. The weight of demolition materials that will be land filled.

5. Project square footage.

D. If the Contractor shall experience unique circumstances that the Contractor believes make it infeasible to comply with the City’s diversion requirement, the Contractor may apply for an exemption at the time that he or she submits the WMP.

PART 2       MATERIALS

NOT APPLICABLE
PART 3  EXECUTION

3.01 WASTE MANAGEMENT PLAN (WMP)

A. To fulfill the requirement of the WMP, the Contractor is required to separate the demolition debris. By sorting on-site into distinct containers or stockpile for each type of material proposed to be reused or recycled, as well as separate container for refuse.

B. After segregation and prior to transport, Engineer shall inspect containers or stockpile for each type of material to be reused or recycled.

C. Contractor shall fill out and submit Waste Management Plan sheet and table to Engineer upon completion of transport of demolition materials to recycling facility. Contractor shall ensure that facilities provide them with recycling and/or disposal receipts to compile and submit to City as supporting documentation for WMP.

PART 4  MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. Full compensation for all costs involved in sorting, separating and final removal of materials as specified in this section, including all costs of securing a dump site, stockpiling, removing, hauling, and disposing of all materials, complete, in place, and as necessary to complete the sorting as specified in these specifications and as directed by the Engineer shall be considered to be included in the various items of work and no additional compensation will be allowed therefor.

B. Documentation, including receipts showing actual weights of all material recycled, salvaged and disposed must be submitted on a regular basis before issuance of payments for **Bid item No. 17**.

END OF SECTION
The required goal is to reuse or recycle at least **RECYCLING GOAL-95% of project waste**.

Use tons or cubic yards to quantify total estimated waste and percentages for materials. Ask your hauler, recycler or site cleanup vendor to assist you with this plan. Receipts of all recycling and disposal must be submitted after project completion.

Project Name: **Admiral Callaghan Ln. Pavement Rehabilitation Project – Measure ‘B’ FY 12/13**

Location: **Admiral Callaghan Ln., between Turner Pkwy. and Columbus Plwy, City of Vallejo**

Type of Project: □ New Construction

□ Demolition (Asphalt / Concrete Removal)

□ Renovation

Type of Construction: (concrete, steel, etc.)

Value of Project: ________________________________

Bidder: ________________________________

Company Name: ________________________________

Address: ________________________________

Phone / FAX: ________________________________

Questions regarding recycling: Call Derek Crutchfield, Recycling Coordinator at (707) 648-5346.

Submit this form and the attached Waste Management plan to the Engineer prior to invoice.

**Sheet 1 of 2**
### CITY OF VALLEJO
### WASTE MANAGEMENT PLAN FOR
### PAVEMENT DEMOLITION PROJECT

**Project Name:** Admiral Callaghan Ln. Pavement Rehabilitation Project - Measure ‘B’

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*This column should total 100%*

*This column should total at least **RECYCLING GOAL-95%***

If the Contractor was unable to recycle Pavement Rehabilitation Project, please provide an explanation:

____________________________________________________________________________________

Other comments:

____________________________________________________________________________________

**I CERTIFY THAT THE ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.**

Prepared by: ___________________________ Date: ___________________________

Signature: ___________________________
PART 1 GENERAL

1.01 SCOPE OF WORK

A. Obtain coverage under the California General Permit for Discharges of Storm Water Associated with Construction Activity (CGP), administered by the California State Water Resources Control Board. The CGP requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall contain all of the elements required by the CGP and must be submitted to the City for review and approval at the pre-construction meeting.

PART 2 MATERIALS

A. All materials used for Best Management Practices (BMPs) shall be featured in the SWPPP and shall be acceptable methods of storm water management and pollution control, per the CGP.

PART 3 EXECUTION

A. The SWPPP shall be developed and amended or revised by a Qualified SWPPP Developer (QSD). Evidence of qualifications shall be presented in the SWPPP.

B. The SWPPP shall be designed to address the following objectives:

1. All pollutants and their sources, including sources of sediment associated with construction, construction site erosion and all other activities associated with construction activity are controlled;

2. Where not otherwise required to be under a Regional Water Resources Control Board permit, all non-storm water discharges and pollutants are identified and either eliminated, controlled, or treated;

3. Site BMPs are effective and result in the reduction or elimination of pollutants in storm water discharges and authorized non-storm water discharges from construction activity to the appropriate standard required by the CGP.

4. Calculations and design details as well as BMP controls for site run-on are complete and correct, and

5. Stabilization BMPs installed to reduce or eliminate pollutants after construction are completed.
C. The SWPPP shall include information that supports the conclusions, selections, use, and maintenance of BMPs.

D. The SWPPP shall be available at the construction site during working hours while construction is occurring and shall be made available upon request by a State or Municipal Inspector.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

A. Full compensation for the plan preparation, installation and maintenance of SWPPP measures as described in this section shall be per the Contract Lump Sum price and as contained in Bid Item 4. The Contract unit price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; for disposing of all waste materials, pollutants and for doing all the work involved in developing and implementing the SWPPP, implementing all necessary BMPs (including protection of all storm drain catch basins [CBs] shown on the plans), removal and disposal of all BMPs installed, complete, in place, as specified in the Contract Documents, and as directed by the Engineer.

END SECTION
SECTION D.0700 - MANDATORY NIGHT WORK

PART 1  GENERAL

1.01  SCOPE OF WORK

A. This scope shall consist of the same work described in Sections D.0100 – Mobilization, D.0200 - Traffic Control and D.0930 - Asphalt Concrete Paving and Related Items, identified to be performed during the night (Mandatory Night Work).

B. The areas of work required to be performed during the night are identified in the plans and noted as “Cold Mill and Pave 0.45’ Depth HMA During Night.”

C. The Contractor has the option of performing other Contract work that is advantageous to perform during the night, as long as the mandatory night work is ultimately completed. It is the Contractor’s responsibility to calculate the number of nights and costs that will be required to complete said work.

D. The intent of the mandatory night work is to minimize traffic obstructions and commercial access impacts that would otherwise be magnified if performed during daily business hours.

E. For the purposes of work under this section, “night” shall be defined as any time from one-half hour after sunset to one-half hour before sunrise, or as agreed upon between the City and the Contractor.

F. All trucks transporting materials shall use approved City Truck Routes as shown on City Standard Drawing 2-06.

1.02  SUBMITTALS

A. Submittal requirements for mandatory night work shall comply with the requirements found in the specification sections mentioned above.

PART 2  MATERIALS

2.01  ASPHALT CONCRETE

A. Asphalt Concrete materials for this section shall comply with Section D.0930 – Asphalt Concrete Paving & Related Work
PART 3 EXECUTION

3.01 NIGHT WORK SAFETY REQUIREMENTS

A. The Contractor, at a minimum, shall perform the night work traffic control and provide safety submittals in accordance with the most current version of the North Region Construction Night Work Guide in order to provide the safest work environment practicable.

B. A minimum of two portable changeable message signs shall be furnished and set during the mandatory night work to warn motorists of approaching road work, closures, and detours.

C. The Contractor shall not begin night work until a night work traffic control plan has been approved by the Engineer and notification has been provided of the date and time night work will begin.

3.02 COMMERCIAL TRAFFIC CONSIDERATION

A. The Contractor shall coordinate night work to provide the least impact to commercial traffic ingress and egress from adjacent shopping centers based on respective business hours. Aside from others, Target, Home Depot and Applebee’s, business hours and commercial traffic shall be of primary consideration due to proximity and potential access limitations. Road section closures and detours may be proposed by the Contractor to facilitate performance of the work.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. “Mandatory Night Work Surcharge” shall be measured as a Lump Sum (LS) to adequately cover the mandatory night work identified and described in the Contract Documents, for as many nights Contractor determines are necessary to complete the night work.

B. Compensation for Additional Night Work – In the event more funds become available and the City adds the portion of night work shown on sheet P-1, the “Mandatory Night Work Surcharge” compensation for that additional work shall be calculated as the quotient of the Bid Unit Price for Bid Item No. 2 (“Mandatory Night Work Surcharge”), divided by the Estimated Quantity in square feet, for Bid Item No. 17 described as “Cold Mill 0.45’ Depth Existing AC,” multiplied by the additional area in square feet, to be performed during the night.
4.02 PAYMENT

A. Full compensation for “Mandatory Night Work Surcharge” shall be made at the Contract Lump Sum price and as contained in Bid Item 2. This Contract unit price shall include all compensation for traffic control planning, devices and implementation specific to night work, and all additional costs of administration, labor, equipment, materials, coordination with the City and businesses, and any fees, of which are directly associated with performing the specified work during the night, complete, in place, as specified by the Contract Documents, and as directed by the Engineer.

B. All other Contract work performed during the night shall be paid for by the respective bid items as if they had occurred normally during the day, whereas the "Mandatory Night Work Surcharge" pays specifically for the costs, fees, and surcharges associated with performing the applicable Contract items during the night.

END OF SECTION
PART 1 GENERAL

1.01 SCOPE OF WORK

A. This work shall consist of demolition and removal of existing concrete hardscape, excavation and removal of existing ground materials, grading and compaction of subgrade and imported aggregate base rock, construction of concrete sidewalk, curb, gutter, concrete pavement / aprons, curb ramps, driveways and related items of work of the form and dimensions shown on the Plans and Standard Details. Portland cement concrete work shall conform to Sections 51, 73, and 90 of the Standard Specifications and these Special Provisions.

B. The Contractor shall be responsible for all aspects of recycling all concrete and asphalt removed as a result of doing the required work. For this section recycling shall mean reuse of material in another manufactured product or reuse as some form of building or paving material. Reuse by an established recycling firm is an acceptable method of recycling, subject to approval by the Engineer. Use as daily cover material in a landfill is also an acceptable method of recycling.

C. Attention is directed to Section D.0330 of these special provisions for Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.02 SUBMITTALS

A. Concrete Mix Design - The proportions of the concrete materials in the mix shall be the responsibility of the Contractor. At least 14 days prior to placement of concrete, the Contractor shall submit the concrete mix design to the City for approval. Mixture proportions shall include dry weights of cement, saturated surface-dry weights of fine and coarse aggregates and quantities, type and name of admixture (if any) and quantity of water in cubic yards of concrete. All material included in the mixture proportions shall be of the same type and from the same sources as will be used on the project. No admixture containing chloride shall be used.

B. Lamp Black - Manufacturer product data for lamp black to be integrating with concrete mix.

C. Detectable Warning Panels -Manufacturer product information, dimensions and installation instructions for approval prior to installation.
PART 2 MATERIALS

2.01 CONCRETE

A. Portland Cement Concrete shall contain not less than 590 pounds of cementitious material per cubic yard and attain a minimum 28-day compressive strength of 3,000 pounds per square inch. In the event the desired compressive strength is not attained, appropriate remedial measures as directed by the Engineer will be taken at no additional charge to the City.

B. Aggregate for concrete shall conform to the grading for 1-inch maximum combined aggregate. As set forth in Section 90 of the Standard Specifications.

C. All concrete shall include synthetic fiber reinforcement Fibermesh 300 or approved equal. Add synthetic fiber reinforcement to concrete mixture in accordance with the manufacturer’s instructions. Add synthetic fiber reinforcement at application rate of 1.5 pounds per cubic yard (0.9 kg/m³) of concrete.

D. Concrete collars for manholes, water valves, monuments, etc. are to be reinforced with Steel Fiber Reinforcement: Novocon XR or approved equal. Add steel fiber reinforcement into concrete per manufacturer’s instructions. Add steel fiber reinforcement at application rate of 50 pounds per cubic yard of concrete.

2.02 LAMP BLACK

A. Lamp black shall be integrated into concrete mix at 1lb. of lamp black per cubic yard of concrete.

2.03 AGGREGATE BASE CUSHION

A. Aggregate base cushion shall conform to Section D.0910 “Aggregate Base” of these specifications.

2.04 DOWELS

A. Reinforcing steel bars shall conform to Section 52 of the Standard Specifications.

2.05 WELDED WIRE FABRIC

A. Welded wire fabric shall conform to Section 52 of the Standard Specifications.
2.06 DETECTABLE WARNING PANELS IN CURB RAMPS

A. All curb ramps shall have a detectable warning system installed per manufacturer’s specification of “Armor-Tile” tactile system cast-in-place detectable warning surface tile in Federal Yellow (Federal Color No. 33538), ADA and Title 24 compliance, or approved equal.

2.07 HOT MIX ASPHALT

A. Hot mix asphalt shall be Type A, of ¾-inch aggregate gradation and comply with Section D.0930 Asphalt Concrete Paving & Related Work.

2.08 LANDSCAPE BACKFILL MATERIAL

A. Friable topsoil used as landscape backfill shall be free of roots, debris, and rocks greater than one half-inch in diameter.

PART 3 EXECUTION

3.01 DEMOLITION AND REMOVAL OF EXISTING CONCRETE AND GROUND

A. PROTECTION OF EXISTING FACILITIES AND PROPERTY

1. The Contractor shall contact USA North at 811 or 800-227-2600, in advance so that all utilities are marked prior to beginning saw cutting and demolition work.

2. Care shall be taken so that no vibrations or impacts which may damage adjoining properties are caused by the demolition and removal of concrete. All damage to private or public facilities and property during construction is the responsibility of the Contractor to repair at no cost to the City. Additionally, the Contractor is reminded to provide a continuously available source of dust control during the work.

3. If, during the process of demolition or removal, any of the concrete to remain becomes cracked, chipped or broken, it shall be saw cut at the nearest score mark, removed and replaced at the Contractor’s expense.

4. Care shall be taken to protect and work around and between existing utility boxes and subsurface conduits and utility lines through the course of all the work involved under this section.

5. The Contractor shall protect surrounding landscape features, including existing irrigation systems, ground cover and vegetation. Existing landscape features removed by cause of the work shall be repaired and restored.
B. **SAW CUTTING**

1. The Contractor is reminded to confirm presence of existing Signal Interconnect Cable (SIC) prior to saw cutting, and exercise care in order to protect the SIC. Fiber optic communication lines or SIC damaged by the Contractor shall be replaced in accordance with the Contract Documents and per direction of the Engineer at Contractor’s expense.

2. Where existing concrete facilities are to be removed, the section of each to be removed shall be saw cut full depth with an abrasive type saw at the nearest score mark or as directed by the Engineer. Where the existing curb, gutter and sidewalk was poured monolithic and the intended repair is to the sidewalk only or the curb and gutter only, the concrete may be saw cut at the back of curb or as directed by the Engineer.

3. Saw cutting work shall be accompanied by vacuuming for disposal of slurry waste in accordance with Storm Water Pollution Prevention Plan (SWPPP).

4. The Contractor shall employ adequate saw cutting technique and effort to prevent unnecessary lines from being cut past intended boundaries and shall make corrections as directed by the Engineer.

C. **REMOVAL AND DISPOSAL**

1. The Contractor shall remove loose or obstructing cement material beneath signal poles, push button posts or around utility cabinets for placement of new surrounding concrete. After concrete has been set, Contractor shall install construction grout beneath said facilities down to new grade with a smooth finish.

2. The work involving concrete removal shall include excavation to the depth necessary to provide the specified thickness of Class 2 aggregate base rock cushion, and additionally includes the removal and disposal of said ground material.

3. Asphalt Overcut - Where concrete is removed adjacent to existing asphalt pavement, a minimum of 12-inches in width of the existing asphalt pavement and 12-inches of material in depth shall be removed.

4. Broken concrete, asphalt, tree roots, earth and all other incidental debris required to be removed will become the property of the Contractor.

5. All material removed shall be disposed of outside the street right of way in accordance with the provisions of Section 7-1.13 of the Standard Specifications and as specified below. All aspects of removal, transport
and disposal including recycling shall be the sole responsibility of the Contractor.

6. The Contractor shall be responsible for locating a suitable disposal site approved by the Engineer for disposing of all non-recyclable material. When non-recyclable material is to be disposed of at a location other than at the nearest sanitary landfill site, the Contractor shall obtain written authorization from the property owner on whose property the disposal is to be made and he shall file with the Engineer said authorization together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on said property. If the dumpsite is within the City limits, the property owner must obtain a grading permit when applicable.

7. The Contractor shall be responsible for locating a recycling firm and/or recycling site for approval by the Engineer for reuse of all concrete and asphalt rubble. The Contractor shall provide the City with weight certificates or other approved form of quantity certification for all material recycled.

3.02 TREE ROOT REMOVAL

A. No demolition work shall be done at locations adjacent to trees until the City Maintenance Landscape Supervisor, has been contacted and is onsite. It is the Contractor’s responsibility to coordinate with the Landscape Supervisor to provide sufficient time to arrive on site prior to the beginning of work. All coordination shall be through the Project Engineer. Any tree root that falls within the 4-inch cushion below the sidewalk shall be completely removed. All roots shall be severed from the tree with a clean, neat cut and as directed by the City representative.

B. Each root is to be severed completely a minimum of two (2) inches behind the back of walk before any attempt at removal is made. No ripping or tearing prior to severing the root will be allowed.

C. Trees are a valuable asset to the community and as such care must be taken not to cause irreparable damage to the tree due to excessive or incorrect root pruning. The amount of time and hand work needed to expose roots to determine the amount of root pruning necessary is left to the discretion of the City representative.

3.03 LAYOUT, GRADING AND GROUND PREPARATION

A. The Contractor shall be responsible for determining the depths and slopes to excavate in addition to performing layout for grading elevations and concrete formwork based on existing adjacent sidewalk, curb, gutter, or
other surfaces, in order to correctly install the finished concrete products specified in the Contract Documents.

B. In addition to layout and grading, included in the work scope of this section is compaction of subgrade and supply, placement, grading and compaction of the Class 2 aggregate base rock cushion in preparation for concrete work:

1. Subgrade - All subgrade shall be compacted to a relative compaction of 90% for a minimum depth of 0.5 feet.

2. Aggregate Base Cushions - Attention is directed to section D.0910, “Aggregate Base”, all aspects shall apply. A four (4) inch aggregate base granular cushion shall be placed under concrete sidewalk. The granular cushion shall be compacted per section D.0910, “Aggregate Base.” A six (6) inch aggregate base granular cushion shall be placed under all concrete curb and gutter. Fine grading below the grading plane must be constructed with the granular material.

3.04 EXISTING SURVEY MARKERS

A. Existing survey marks where indicated on the plans in areas of concrete removal, shall be replaced within plus or minus 0.01 foot. A stamped or chiseled cross is an acceptable replacement mark. Prior to removal of concrete, the Contractor shall generate the existing horizontal and vertical reference measurements and furnish to the Engineer.

B. Encountered brass “City of Vallejo” benchmarks shall be protected and salvaged from existing concrete to be removed and delivered to the City.

3.05 SAFETY AND PUBLIC CONVENIENCE

A. As a safety precaution, open excavations due to concrete removal shall be coordinated by the Contractor so that concrete is poured to fill the excavations no later than the third calendar day after concrete removal has occurred. Open excavations in sidewalk, curb ramp and roadway areas are not allowed to be left open over the weekend.

B. Any open sidewalk, curb ramp and roadway excavations shall be secured with barricades with attached flashing beacons and caution tape, delineators or any other devices to adequately protect the public. Adequate sidewalk closure and roadway warning signs shall be installed and as directed by the Engineer.

C. Within reason and for public convenience, corner locations of concrete work shall be scheduled for removal by Contractor so that two adjacent corners will not be simultaneously demolished or excavated prior to one
of corners having been completed with new concrete.

3.06 DRAINAGE MITIGATION

A. Existing drainage patterns shall be verified and maintained by Contractor with installation of all new concrete construction.

B. Where the installation of curbs, gutters or sidewalks may adversely affect existing drainage patterns, such areas shall be immediately brought to the Engineer's attention.

3.07 CURB GUTTER AND SIDEWALK

A. Curb gutter and sidewalk installation shall be constructed of Portland Cement Concrete and conform to City of Vallejo Standard Drawing No. 3-10 - "Standard Curb, Gutter, and Sidewalk."

3.08 CURB RAMPS

A. Curb ramps shall be constructed of Portland Cement Concrete and conform to the details on the Plans, City of Vallejo Standard Drawing Nos. 3-21 through 3-26 and CalTrans 2010 Standard Plan A88A

3.09 SIX TO NINE INCH THICK CONCRETE

A. Installation of six to nine inch thick Portland Cement Concrete shall include but is not limited to driveways, driveway entrances, aprons and six to eight foot wide parking slabs and miscellaneous concrete pavement. Standard driveway installation shall conform to City of Vallejo standard driveway details, Drawing Nos. 3-12 through 3-16.

B. Six to eight foot wide parking slabs, and aprons shall be reinforced with #4 rebar @ 18-inch on center in both directions.

3.10 DOWEL INSTALLATION

A. Dowel installation shall conform to City of Vallejo standard detail titled "Standard Curb, Gutter, and Sidewalk Doweling Detail", Drawing No. 3-8. Holes shall be drilled into existing improvements at the locations shown on the above detail, to a depth equal to one-half of the length of the dowel to be installed. New concrete shall be poured around the exposed half of the dowel.

B. At locations where gutter is to be replaced adjacent to the concrete parking slab or apron, dowels are to be installed in a similar manner as between the curb and the sidewalk as shown in City of Vallejo standard detail titled "Standard Curb, Gutter, and Sidewalk Doweling Detail,"
3.11 FORMS
A. The suitability of form material for each application is left to the discretion of the Inspector.
B. The Contractor shall form around trees and power poles encroaching into the sidewalk as directed by the Inspector.
C. Provide 2-inch nominal thickness, surfaced plank wood forms for straight sections. Use flexible metal, 1-inch lumber or plywood forms to form radius bends.

3.12 EXPANSION JOINTS
A. Expansion joints shall be placed between public walks and driveways and where private walks and private driveways abut public walks.
B. Expansion joint material shall be pre-molded fillers 3/8-inch thick, by 4 inches wide by the length of the abutting concrete structure.
C. Expansion joints shall be installed every 80 feet for new construction.

3.13 DETECTABLE WARNING PANELS
A. For New Construction - Detectable warning panels shall be of the cast-in-place type and installed per manufacturer’s instructions in poured concrete as specified in the Contract Documents.
B. For Existing Construction – Detectable warning panels installed within existing concrete shall be of the cast-in-place type. Existing concrete shall be saw cut neatly and orthogonally to the proper dimensions that will accept the new detectable warning panel, and obstructing concrete material removed and disposed of in order to allow for proper placement and slopes as specified in the Contract Documents. A concrete bonding product shall be applied to the exposed concrete surface that will receive the panel and new concrete embedment. The surrounding existing concrete to remain shall be protected and cleaned after panel has been installed.

3.14 PRE-INSPECTION
A. No concrete shall be poured until the Engineer has inspected and approved the grading, forms, wire mesh and dowels.
3.15 PLACEMENT OF CONCRETE

A. Fresh concrete shall be struck off and tamped until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross section with a float, troweled smooth and finished with a broom.

3.16 SCORE MARKS AND WEAKENED PLANE JOINTS

A. Score markings shall be placed every four linear feet transversely along the sidewalk, and in no case shall the scored squares occupy more than sixteen square feet. Score markings shall match as nearly as possible those in adjacent existing curbs, gutters and sidewalks or shall be placed as directed by the Engineer.

B. Weakened plane joints shall be placed every 12 linear feet transversely along the sidewalk, curb and gutter, at the beginning and the ending of a return, in aprons as shown on the City of Vallejo Drawings and at the top of the transition on each side of a driveway approach or as otherwise directed by the Engineer. The weakened plane joints shall be one quarter the depth of the concrete or one inch minimum and as shown on the City of Vallejo Standard Details.

C. Construct all control, expansion, and construction joints properly aligned perpendicular with the face of curb.

3.17 CONCRETE SURFACE FINISH

A. The concrete improvement finish shall be a medium-bristled broom finish, of uniform coloration and shall conform to City of Vallejo Standard Details.

B. Concrete collar finish for manholes, water vales, monuments, etc. shall not expose any steel fiber reinforcement.

3.18 CURING METHOD

A. The concrete shall be cured by the Curing Compound Method as provided for in Section 90-7.01B of the Caltrans Standard Specifications, using any white pigmented compound listed.

3.19 CONCRETE PROTECTION

A. The Contractor shall protect the newly placed concrete from damage, disfiguration or vandalism. Damaged, disfigured or vandalized areas shall be refinished or replaced at the direction of the Engineer.

B. The method of refinishiing must be approved by the Engineer.
3.20 ACCEPTANCE OF CONCRETE

A. Acceptance of the finished product will be the decision of the Engineer.

B. Cracking - New areas of concrete containing a group of numerous cracks or any number of opened or spalling cracks shall be removed and replaced at the direction of the Engineer. Crack patching is not allowed.

C. Rough Finishes – New areas of concrete with rough, granular or bumpy finishes, shall be removed and replaced at the direction of the Engineer.

D. Discoloration – Spots, stains or variations in the concrete color deemed by the Engineer to be unsightly shall be repaired or removed and replaced at the direction of the Engineer.

E. Defaced concrete shall be replaced at the direction of the Engineer.

F. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved for removing and replacing cracked and/or defaced concrete, or concrete rejected for any other reason shall be considered as included in the price paid for the various Contract items of work and no additional compensation will be allowed therefor.

3.21 FORM REMOVAL

A. All forms and construction debris are to be removed within three working days after the concrete is poured.

3.22 BACKFILLING OF ASPHALT OVERCUT

A. The 12-inch width of removed asphalt adjacent to new concrete construction shall be backfilled with multiple compacted lifts of hot mix asphalt (HMA) totaling 12-inches in thickness and to existing surrounding grade.

3.23 LANDSCAPE RESTORATION

A. All unpaved areas surrounding new concrete work shall be restored with acceptable landscape backfill and graded to match surrounding terrain. Landscape groundcover, grass or any other materials shall be replaced equivalently to pre-existing conditions as much as is practicable and reasonable. Irrigation systems shall also be repaired and restored to pre-existing function.
3.24 CLEANUP

A. Cleanup is to occur on a daily basis. No construction debris of any kind is to be left on site overnight. Lawns and planter strips adjacent to the work area shall be kept clean and free of all types of debris. The sidewalk and street are to be swept at the direction and to the satisfaction of the Inspector.

B. Contractor shall backfill voids where new concrete meets existing dirt or landscaped ground, especially along planter strips, front yards and behind new handicap curb ramps and sidewalk.

C. Contractor shall create a smooth grade and transition to new concrete not to exceed a maximum slope of 5:1 unless approved by the Engineer. Backfill shall consist of compacted, friable soil, free of roots, debris, gravel or rocks.

D. At the time the backfill is completed, the cleanup will be such that the site is in the same condition as before construction commenced.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. “Remove Existing Curb Ramp and Install Type 1 Curb Ramp” shall be measured by the unit for each (EA) location where an existing curb ramp has been removed and new Type 1 curb ramp has been installed.

B. “Remove Existing Curb Ramp and Install Type 2 Curb Ramp” shall be measured by the unit for each (EA) location where an existing curb ramp has been removed and new Type 1 curb ramp has been installed.

C. “Furnish and Install Cast-In-Place Detectable Warning Panel” shall be measured by the unit for each (EA) detectable warning panel installed within existing concrete.

D. “Remove and Replace Sidewalk” shall be measured by the Square Foot (SF), of existing sidewalk removed, including new sidewalk installed.

E. “Remove and Replace Curb & Gutter” shall be measured by the linear foot (LF), of existing curb & gutter removed, including new curb & gutter installed.

F. “Remove and Replace Vertical Curb” shall be measured by the linear foot (LF), of existing vertical removed, including new vertical curb installed.

G. “Remove and Replace Apron” shall be measured by the square foot (SF),
of existing apron or concrete pavement removed, including new apron and concrete pavement installed.

4.02 PAYMENT

A. Payment for “Remove Existing Curb Ramp and Install Type 1 Curb Ramp” shall be made at the Contract unit price per each (EA) location and as contained in Bid Item 6. This Contract unit price shall include all compensation for demolishing and removing existing concrete, excavation, offhaul and grading, furnishing and installing the required granular cushion; including compaction of subgrade and aggregate base rock, for installing dowels; setting and removing all formwork, removing and replacing asphalt overcut, installing retaining curb, installing cast-in-place detectable warning panel, adjusting utility boxes and valves to grade, for providing access and safety facilities, and backfilling after removing formwork behind the curb ramp; and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

B. Payment for “Remove Existing Curb Ramp and Install Type 2 Curb Ramp” shall be made at the Contract unit price per each (EA) location and as contained in Bid Item 7. This Contract unit price shall include all compensation for demolishing and removing existing concrete, excavation, offhaul and grading, furnishing and installing the required granular cushion; including compaction of subgrade and aggregate base rock, for installing dowels; setting and removing all formwork, removing and replacing asphalt overcut, installing retaining curb, installing cast-in-place detectable warning panel, adjusting utility boxes and valves to grade, for providing access and safety facilities, and backfilling after removing formwork behind the curb ramp; and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

C. Payment for “Furnish and Install Cast-In-Place Detectable Warning Panel” shall be paid at the Contract unit price per each (EA) detectable warning panel installed and as contained in Bid Item 8. This Contract unit price shall include all compensation for furnishing and installing the detectable warning system per the manufacturer’s specifications; for providing access and safety facilities, and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

D. Payment for “Remove and Replace Sidewalk” shall be made at the Contract unit price per Square Foot (SF) of existing sidewalk removed, including new sidewalk installed and as contained in Bid Item 9. This Contract unit price shall include all compensation for demolishing and removing existing concrete, excavation, offhaul and grading, furnishing...
and installing the required granular cushion; including compaction of subgrade and aggregate base rock, for installing dowels; setting and removing all formwork, removing and replacing asphalt overcut, adjusting utility boxes and valves to grade, for providing access and safety facilities, and backfilling after removing formwork; and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

E. Payment for “Remove and Replace Curb & Gutter” shall be made at the Contract unit price per linear foot (LF) of existing monolithic curb and gutter removed, including new curb and gutter installed and as contained in **Bid Item 10**. This Contract unit price shall include all compensation for demolishing and removing existing concrete, excavation, offhaul and grading, furnishing and installing the required granular cushion; including compaction of subgrade and aggregate base rock, for installing dowels; setting and removing all formwork, removing and replacing asphalt overcut, adjusting utility boxes and valves to grade, for providing access and safety facilities; and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

F. Payment for “Remove and Replace Vertical Curb” shall be made at the Contract unit price per linear foot (LF) of existing vertical curb removed, including new vertical curb installed and as contained in **Bid Item 11**. This Contract unit price shall include all compensation for demolishing and removing existing concrete, excavation, offhaul and grading, furnishing and installing the required granular cushion; including compaction of subgrade and aggregate base rock, for installing dowels; setting and removing all formwork, removing and replacing asphalt overcut, adjusting utility boxes and valves to grade, for providing access and safety facilities; and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

G. Payment for “Remove and Replace Apron” shall be made at the Contract unit price per Square Foot (SF) of existing apron or concrete pavement removed, including new apron or concrete pavement installed and as contained in **Bid Item 12**. This Contract unit price shall include all compensation for demolishing and removing existing concrete, excavation, offhaul and grading, furnishing and installing the required granular cushion; including compaction of subgrade and aggregate base rock, for installing rebar and dowels; setting and removing all formwork, removing and replacing asphalt overcut, adjusting utility boxes and valves to grade, for providing access and safety facilities; and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

H. Full compensation for securing a dump site, hauling, removing, disposing
or stockpiling non-recyclable material, such as tree roots, and earth and for all other aspects of this section shall be considered as included in the Contract prices paid for the various items of work and no additional allowance will be made therefor.

I. Full compensation for securing a method of recycling concrete and asphalt, hauling, removing, disposing of or stockpiling recyclable material and for all other aspects of recycling will be considered as included in the Contract prices paid for the various items of work and no additional allowance will be made therefor.

J. Full compensation for furnishing traffic control devices, signs and flaggers during the concrete work covered under this section shall be considered as included in various Contract bid items of the project and no additional payment will be made therefor.

K. Full compensation for performing the any and all requirements of this section shall be considered as included in the prices paid for the various Contract items of work and no additional allowance will be made therefor.

END OF SECTION
SECTION D.0900 - MISCELLANEOUS ROAD REPAIR

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Remove loose and unsuitable ground material, debris or fixed structures from holes or ruts in the roadway, compact exposed ground and fill with rapid setting concrete slurry to existing grade, at locations shown on the plans and where directed by Engineer.

PART 2 MATERIALS

2.01 CONCRETE SLURRY

A. Concrete slurry backfill shall be a 2-sack pea-gravel mix that attains 3,000 psi in 7 days.

2.02 CONSTRUCTION SAND

B. Clean, washed, construction sand shall be utilized as initial backfill a minimum of 2 inches around the exposed utility prior to backfill with concrete slurry.

PART 3 EXECUTION

3.01 GENERAL

A. Contractor shall coordinate construction timing to complete the roadway repairs at various locations with enough time for concrete slurry to set a minimum of 48 hrs prior to surrounding pavement repair operations.

B. Contractor shall tamp or compact areas to receive backfill as much as practicable and as directed by the Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Payment for “Remove and Dispose of Existing Utility Box” shall be measured by the unit for each (EA) repaired location up to a volume of fourteen (14) cubic feet each, at the locations shown on the plans and where directed by the City. Contractor shall notify Engineer in advance for approval where it may be necessary to repair in excess of fourteen cubic feet at a single location and where approved, shall be measured as separate units, each up to a volume of fourteen cubic feet.
4.02 PAYMENT

A. Payment for “Remove and Dispose of Existing Utility Box” shall be made at the Contract unit price per each location repaired, and as contained in **Bid Item 24**. The Contract unit price shall include full compensation for furnishing and setting traffic control devices, flaggers, excavating, cutting and trimming fixed structures, removing and disposing of existing dirt and debris, transporting materials, spreading, moisturizing, compacting, clean-up, and furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved for performing road repair, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

END OF SECTION
SECTION D.0910 - AGGREGATE BASE

PART 1   GENERAL

1.01 SCOPE OF WORK

A. Installation of geogrid and 7-inch thick Class 2 aggregate base rock section in preparation for hot mix asphalt paving.

PART 2   MATERIALS

2.01 AGGREGATE BASE ROCK

A. Aggregate Base shall be Class 2, Type B, 3/4-inch maximum aggregate and shall conform to Section 26 of the Standard Specifications.

2.02 GEOGRID

A. Geogrid material shall be Tensar BXTYPE1-475, as manufactured by Tensar International Corporation, Alpharetta, GA, or approved equal.

PART 3   EXECUTION

3.01 GENERAL

A. Prior to excavation for aggregate base section, Contractor shall contact USA for identification of underground facilities, including water, sewer, and storm drain lines.

B. The Contractor shall insure the sub-base or subgrade is compacted to 95% relative compaction and as directed by the Engineer, before placing new aggregate base.

C. All trucks transporting materials shall use approved City Truck Routes as shown on City Standard Drawing 2-06.

3.02 PLACEMENT

A. The aggregate base shall be placed and cross-slope graded at 2% or as necessary to conform to grade of existing asphalt pavement and shall have a relative compaction as stated in this section and as directed by the Engineer.

3.03 WATERING

A. Contractor shall provide water to moisturize aggregate base rock.
3.04 COMPACTION

A. The relative compaction of each layer of compacted base material shall be not less than 95 percent and shall be tested as determined by the ASTM D-1557 test procedures.

B. Compaction testing of the work shall be at the direction of the Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. “Furnish and Install 7-inch Class 2 AB Section with Geogrid” shall be measured by the Square Foot (SF) per the areas shown on the plans and where directed by the City. The quantity to be paid for will be the actual area of the aggregate base rock installed at 7-inch thickness and at 95% relative compaction, including geogrid installed.

4.02 PAYMENT

A. Payment for “Furnish and Install 7-inch Class 2 AB Section with Geogrid” shall be made at the Contract price per Square Foot of aggregate base rock properly installed, and as contained in Bid Item 14. The Contract unit price shall include full compensation for furnishing and setting traffic control devices, flaggers, furnishing and installing geogrid, transporting Class 2 AB materials, spreading, moisturizing, compacting and furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved for furnishing and installing Class 2 AB section, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

END OF SECTION
PART 1  GENERAL

1.01  SCOPE OF WORK

This work shall consist of the following:

A. Lowering water valve covers or utility boxes and raising them to finished grade. This work includes removal and disposal of existing concrete collars and new installation (raising) per detail B on sheet C-2 of the plans.

B. Lowering existing utility manhole frames and covers (rims) and raising them to finished grade. This work includes removal and disposal of existing concrete collars, and new installation (raising) per detail C shown on sheet C-2 of the plans.

PART 2  SUBMITTALS

A. Concrete Mix – Product data and mix design for rapid set concrete as described below.

B. Lamp Black - Manufacturer product data for lamp black to be integrated with concrete mix.

C. Steel Fiber Reinforcement – Manufacturer product data for use with concrete mix.

PART 3  MATERIALS

3.01  WATER VALVE COVERS AND MANHOLE RIMS

A. New water valve covers shall comply with Section 4.2.11.1 of City of Vallejo Regulations and Specifications for Public Improvements, 2011 Edition. All other utility boxes shall be of the type and quality specified by the respective utility owner.

B. New manhole frames and covers shall match the type that were damaged and removed or as required by the respective utility. Storm drain and sewer manhole frames and covers shall comply with Vallejo Sanitation and Flood Control District Standard Specifications, latest edition and in the City of Vallejo Regulations and Specifications for Public Improvements, latest edition.
3.02 PORTLAND CEMENT CONCRETE

A. Portland Cement Concrete for concrete collars shall attain a minimum of 3,000 psi compressive strength in 7 days with 3/4-inch maximum aggregate, steel fiber reinforcement and a water to cement ratio between 45 and 48%.

3.03 ASPHALT CONCRETE

A. Asphalt concrete for surface course paving surrounding utility box or manhole rim shall comply with Section D.0930, Asphalt Concrete Paving and Related Work, of these Contract documents.

PART 4 EXECUTION

4.01 LOWERING AND RAISING WATER VALVE COVERS AND MANHOLE RIMS

A. Contact Underground Service Alert (USA) for identification of utilities around the various areas work involved with this section.

B. Contractor shall establish and exercise permit-required confined space entry procedures per OSHA regulations, prior to opening manhole covers and provide a copy of the permit to the City prior to starting the work.

C. Lowering Water Valve Covers / Utility Boxes and Manhole Rims

1. Water valve covers / utility boxes and manhole rims shall be lowered prior to roadway cold milling and to the proper depth necessary to avoid damage from cold milling and paving equipment during construction operations.

2. Lowering shall include demolition, removal and disposal of existing concrete collars and earth materials, and backfill. The surface of the backfill material shall be sound and free of loose material.

3. The Contractor shall ensure water valve nuts are exposed and accessible and that utility boxes and manholes are clear of any existing or new debris.

4. After backfilling, water valve locations shall be marked with encircled ‘X’s and a “WV” in blue marking paint.

D. Contractor shall maintain all water valves in the project area so that they are accessible to the City for the duration of the project. Should the water valves become inaccessible to the City, the Contractor has 24 hours to make the water valves accessible upon the City’s request.
E. Raising Water Valve Covers / Utility Boxes and Manhole Rims

1. Prior to pouring concrete collars, existing earth material shall be reasonably compacted or tamped to provide a firm base. Notify City for inspections prior to pouring.

2. For areas where the utility boxes and manholes are close together and the concrete collars overlap each other, the Contractor shall adjust the concrete collar shape by forming tangent lines from each of the concrete collars and combining them into a single pour. Notify City for inspections prior to pouring.

3. Upon completion of raising of the various utility boxes and manhole rims, the Contractor shall contact the City Inspector to verify water valve nuts are exposed and accessible and that utility boxes and manholes are clear of any existing or new debris.

4. Construction warning devices and signs shall be installed at these utility locations or where required by City, warning motorists of upcoming objects in the roadway.

PART 5 MEASUREMENT AND PAYMENT

5.01 MEASUREMENT

A. “Lower and Raise Existing Utility Box / Monument Cover to Grade” shall be measured by the unit for each (EA) lowered and raised to grade.

B. “Lower and Raise Manhole Rim to Grade” shall be measured by the unit for each (EA) lowered and raised to grade.

5.02 PAYMENT

A. Payment for “Lower and Raise Existing Utility Box / Monument Cover to Grade” shall be made at the Contract unit price per each item lowered and raised to grade and as contained in Bid Item 22. The Contract unit price shall include full compensation for furnishing and setting traffic control devices, flaggers, excavating, removing and properly disposing of the existing concrete collars and asphalt concrete; for furnishing and installing concrete collar, compacting ground base, clean-up and for furnishing all materials, labor, tools, equipment and incidentals, and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

B. Payment for “Lower and Raise Manhole Rim to Grade” shall be made at the Contract unit price per each manhole rim lowered and raised to grade and as contained in Bid Item 23. The Contract unit price shall include full
compensation for furnishing and setting traffic control devices, flaggers, excavating, removing and properly disposing of the existing concrete collars and asphalt concrete, compacting ground base, for furnishing and installing concrete collar, grade rings, mortar, coating, clean-up, and for furnishing all materials, labor, tools, equipment and incidental, and for doing all work involved, complete, in place, as shown on the plans, specified in the Contract Documents, and as directed by the Engineer.

C. All other aspects of conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract bid items of work and no additional compensation will be made therefor.

END OF SECTION
SECTION D.0930 - ASPHALT CONCRETE PAVING & RELATED WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Scope – Perform removal of existing asphalt road surface by way of cold milling or by use of other equipment as becomes necessary, perform hot mix asphalt paving work in accordance with Section 39 – Hot Mix Asphalt, of the 2010 Standard Specifications, as shown on the plans, stated in these technical specifications, and as directed in the field by the Engineer. The work in this Section shall include all labor, materials, and equipment required to complete all hot mix asphalt paving work, including, but not necessarily limited to, asphalt pavements and bases, asphalt patching, temporary transitions, minor asphalt conforms as specified herein or otherwise necessary so that other materials or work may be installed and/or performed and that the whole work is completed in accordance with the Contract Documents.

B. Throughout all aspects of work involved in this section, Contractor shall provide the necessary equipment and labor to sweep and clean the work areas before allowing traffic to pass and before the end of each work day.

C. Paving Plan - The Contractor shall provide a paving plan at the pre-construction meeting for approval by the Engineer. The paving plan shall include but not be limited to the type, number, size and capacity (number of feet per minute) of the paving machine(s) to be used; the type, size and number of compaction devices including the number of break down rollers; the order in which lanes will be paved and the distances to be paved each day; the number and capacity of the dump trucks, etc.

D. Crack Filling – This scope includes routing existing cracks, cleaning out debris from within the cracks and applying hot applied crack filling material.

E. Recycling - The Contractor shall be responsible for all aspects of recycling all asphalt and concrete removed as a result of doing the required work and comply with Section D.0320 Recycling & Waste Management Plan (WMP). For this section, recycling shall mean reuse of material in another manufactured product or reuse as some form of building or paving material. Reuse by an established recycling firm is an acceptable method of recycling, subject to approval by the Engineer. Use as daily cover material in a landfill is also an acceptable method of recycling.

F. SWPPP Requirements - Attention is directed to Section D.0330 of these special provisions for Storm Water Pollution Prevention Plan (SWPPP) and Implementation requirements.
PART 2 MATERIALS

2.01 ASPHALT CONCRETE

A. All aspects of hot mix asphalt, paving and related products and work shall comply with Section 39 – Hot Mix Asphalt, of the 2010 Standard Specifications.

B. Hot mix asphalt (HMA) for base course paving shall be Type A, 3/4-inch aggregate gradation, with bituminous binder of steam-refined paving asphalt of PG 64-16 viscosity.

C. Hot mix asphalt (HMA) for surface course paving shall be Type A, 1/2-inch aggregate gradation, with bituminous binder of steam-refined paving asphalt of PG 64-16 viscosity.

2.02 TEMPORARY ASPHALT CONCRETE

A. Temporary asphaltic cutback shall conform to Bay Area Air Quality Management District's Regulation 8, Rule 15, entitled "Cutback Asphalts."

2.03 CRACK FILL MATERIAL

A. Crack fill material shall be Poly-Fiber Type 3, manufactured by Crafco Inc., or approved equal hot-applied fiber-modified asphalt-based product.

PART 3 EXECUTION

3.01 EQUIPMENT

A. Cold Milling (Cold Planing) / Grinding Equipment

1. Cold milling / planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation. Cold planing machine shall be a motorized pavement milling machine consisting of tractor unit mounted on hydrostatically driven crawler track assemblies with reclaiming conveyor. The cutting units shall be direct drum driven. The cutting chamber shall be enclosed and shrouded. The machine shall be equipped with automated depth and slope controls for the cutter assembly. The cutter assembly shall be independent of the main suspension system with reclaiming conveyor.

2. Transporting Equipment - Transporting equipment shall be end or bottom dump trucks. The asphalt concrete mixture shall be transported from the plant to the work site in sealed vehicles, previously cleaned of
all foreign materials and shall be covered with canvas or other suitable material approved by the Engineer. In case oil is used to prevent the adhesion of the mixture to the bed of the vehicle, an excess of oil shall not be permitted. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight.

3. Spreading Equipment - In addition to the requirements in Section 39 of the Standard Specifications, equipment for paving shall be track mounted with automatic side slope of screed. The paver shall be equipped with automatic screed controls and a sensing device or devices that will reproduce the grade in the new asphalt layer within a 0.01-foot tolerance. The asphalt paver shall be equipped with automatic vibration on the screed and the screed shall be solid at full width. The asphalt paver shall be equipped with extended end gates.

4. The use of asphalt windrow pickup spreading machines will be allowed on this project.

5. When paving contiguously with previously laid asphalt, the end of the screed adjacent to the previously laid asphalt shall be controlled by a sensor that responds to the grade of the previously laid asphalt and will reproduce the grade in the new asphalt layer within a 0.01-foot tolerance. The end of the screed farthest from the previously laid asphalt shall be controlled in the same manner as when placing the previously laid asphalt.

6. Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-1.12B, "Straightedge," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

7. Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

8. Paving machines smaller and less sophisticated than what is required for placing HMA will be permitted for spreading asphalt in narrow dig outs subject to approval by the Engineer.

9. Compacting Equipment - The Contractor shall furnish a sufficient number of rollers to obtain a minimum relative asphalt density of 95 percent and surface finish required by these specifications.
10. All rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic- or steel-tired wheels. A parting agent that will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels. If the Contractor chooses to use a parting agent rather than water, the Contractor must submit the parting agent product to the Engineer for approval prior to beginning work.

11. Full compensation for furnishing a parting agent shall be considered as included in the Contract price paid for asphalt concrete and no separate payment will be made therefor.

B. Portable Water Vehicles

1. Contractor shall provide and operate a portable water vehicle to deliver water to construction equipment such as rollers, grinding machines and for general airborne dust control. Full compensation for furnishing, hauling and operating a portable water vehicle (such as a water truck or a water tank trailer) shall be considered as included in the various Contract items for cold milling and paving asphalt concrete and no additional payment will be made therefor.

3.02 SURFACE PREPARATION

A. The Contractor shall notify the Engineer a minimum of 48hrs. in advance for a field meeting, in order for the Contractor to mark the limits of existing asphalt removal (cold milling) under the direction of the Engineer.

B. The Contractor shall coordinate scheduling to notify Underground Service Alert (USA) for identification of utilities with the various areas of work.

C. The street surface shall be cleaned and free of all deleterious and loose material prior to beginning any phase of the paving process. All patch work and cold pavement planing shall be completed prior to pavement surface cleaning.

D. Payment for surface cleaning shall be considered as included in the various Contract unit prices paid for in various items involved and no additional compensation will be allowed therefor. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work for surface cleaning shall be considered as included in the Contract unit prices paid for the various items of work and no additional compensation will be allowed therefor.

E. Existing pavement thermoplastic traffic stripes and pavement markings, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of. Removal of thermoplastic traffic stripes and pavement markings shall be by industry standard grinding methods. Removal of striping and pavement markings shall not
be performed by using flame or heat methods. Such removed material shall be disposed of outside the right of way in accordance with the provisions in Section 7–1.13 of the 2006 Standard Specifications.

F. Existing weeds and vegetation within the area of work shall be removed prior to paving operations.

3.03 COLD MILL EXISTING ASPHALT CONCRETE

A. Existing asphalt concrete pavement shall be cold milled / planed at the locations and to the dimensions shown on the plans and as directed by the Engineer. Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

B. All material planed from the roadway surface, including material deposited on or beyond sidewalks, in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the right of way in accordance with the provisions in Section 7-1.13 of the 2006 Standard Specifications and Section 1.01.D above. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer. All planed material will be removed to the Engineer's satisfaction by the end of each work day.

C. Cold Mill Existing Asphalt to Various Depths - The depth, width and shape of the cut shall be as indicated on the project plans or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross section A on sheet C-2 of the plans. Existing asphalt concrete left in place around existing structures as a result of lifting the drum of the grinder shall be ground or removed by other means to the depth and shape as indicated on the plans, and as directed by Engineer and no additional payment will be made therefor. Planed widths of pavement shall be continuous unless otherwise shown on the plans or directed by the Engineer. Any existing pavement material along the edge of the gutter / roadway missed by the grinder shall be removed prior to beginning other operations at no additional expense to the City.

D. The material remaining in place after removing surfacing and base material to the required depth shall be graded to a plane, watered and compacted to a relative density of 95 percent. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

E. The City has indicated on the plans the locations of all utility covers of which it has knowledge. The City assumes no liability for loss of time or for repair of equipment damaged due to any visible or buried objects not shown on the plans.
F. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place. Planed widths of pavement shall be continuous unless otherwise shown on the plans or directed by the Engineer.

G. Contractor shall coordinate the paving back of cold milled areas within same working day if practicable to avoid leaving uneven pavement surfaces and protruding utilities.

H. Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. **Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 20:1 or flatter to the level of the planed area.**

I. Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the right of way in accordance with the provisions in Section 7–1.13 of the 2006 Standard Specifications.

J. Operations shall be scheduled such that not more than 2 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at such conform lines.

3.04 PAVING PREPARATION

A. A paint binder (tack coat) shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints against which HMA is to be placed, and to existing pavement to be surfaced, including leveling courses, and transverse and longitudinal joints of layers placed the same day and to other surfaces designated in the plans and by the Engineer prior to placing a new asphalt surfacing on it. Prior to the application of paint binder (tack coat), the street shall be cleaned to the satisfaction of the Engineer. Full compensation for supplying and placing tack coat shall be considered as being included in the Contract prices paid for asphalt concrete and no separate payment will be made therefor.

B. The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction. Paint binder and
asphalt concrete tracked onto existing pavement surfaces, including but not limited to Portland cement concrete curb, gutter and sidewalk, shall be cleaned to the satisfaction of the Engineer.

C. The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 feet nor less than 5 feet. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

D. Before placing the layer adjacent to cold transverse construction, such joints shall be trimmed to a vertical face and to a neat line. Transverse joints shall be tested with a 12-foot straightedge and shall be cut back as required to conform to the requirements specified in Section 39 of the Standard Specifications. Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such a condition that the quality of the completed joint will be affected.

3.05 FURNISH AND INSTALL HMA BASE AND SURFACE COURSES

A. This work shall consist of paving back new hot mix asphalt to the pre-existing grade within areas that have been cold milled for existing asphalt removal. The new layers of asphalt shall consist of a base course(s) and a surface course in accordance with typical cross-section A on sheet C-2 of the plans and as specified in these Contract Documents.

B. The Contractor shall take the necessary time to mitigate low spots or problematic drainage areas as indicated in the plans and as directed in the field by the City. Existing drainage patterns shall be taken into consideration by Contractor in order to recreate them with the new asphalt surface.

C. The City has indicated on the plans the locations of all utility covers of which it has knowledge. The City assumes no liability for loss of time or for repair of equipment damaged due to any visible or buried objects not shown on the plans.

D. Paint binder (tack coat) shall be applied on all vertical surfaces of the grinded areas.

E. All base and surface course layers of hot mix asphalt, except as otherwise provided for in this section, shall be spread with an asphalt spreader and
compacted to a minimum relative density of 95 percent. Areas unable to be reached by the roller shall be compacted by other means capable of obtaining the required relative density.

F. In all cases, the final layer of asphalt concrete shall be spread with an asphalt spreader and shall not be less than 0.20-feet in compacted thickness. In areas inaccessible to spreading equipment, the asphalt concrete shall be spread by any means approved by the Engineer that will produce a smooth uniform layer. After the final layer of asphalt has been placed, all outer edges of asphalt shall be bumped with a rake and pinch-rolled prior to beginning the break down rolling.

G. Each layer shall be compacted to the required density prior to another layer being placed over it.

H. After the final layer of asphalt concrete has been compacted to the specified amount, the final grade of the replaced (new) asphalt concrete shall not deviate from the surrounding existing pavement by more that 0.01-foot. If the new finished grade exceeds the maximum allowed the Contractor shall adjust the finished grade to within tolerances to the Engineers satisfaction at his own expense. The method of adjustment is to be approved by the Engineer prior to repair being made.

3.06 TRANSPORTING ASPHALT CONCRETE

A. Transporting Asphalt Concrete - The asphalt concrete mixture shall be transported from the plant to the work in tightly enclosed vehicles, previously cleaned of all foreign materials and shall be covered with canvas or other suitable material approved by the Engineer. In case oil is used to prevent the adhesion of the mixture to the bed of the vehicle, an excess of oil shall not be permitted. No loads shall be sent out so late in the day as to interfere with spreading and compacting the mixture during daylight.

B. All trucks transporting HMA shall use approved City Truck Routes. Contact the City for the latest approved routes.

3.07 FINISHING OF PAVEMENT

A. Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Asphalt concrete placed in layers less than 0.15-foot in compacted thickness or widths of less than five (5) feet shall be spread and compacted with the equipment and by the methods specified in Section 39 of the Standard Specifications. Full compensation for furnishing all labor, tools and equipment and for doing all the work necessary to hand rake said conforms shall be considered as included in the Contract prices paid per ton for the various Contract items.
of HMA paving and no additional compensation will be allowed therefor.

B. Placing of the asphaltic concrete adjacent to the lips of gutters shall be such that a rise above said lips of 1/4 inch shall remain after compaction.

C. Rolling shall be performed in such a manner that cracking, shoving, or displacement will be avoided. The motion of the roller shall at all times be slow enough to avoid displacement of the hot mixture and any displacement occurring as a result of reversing the direction of the roller or from any other cause shall at once be corrected by the use of rakes and of fresh mixture where required. The wheels of the rollers shall be properly moistened to prevent adhesion of the surface of the mixture to the roller, but an excess of water or other materials shall not be permitted. Areas inaccessible to the rollers shall be compacted by the use of a power compactor of high impact vibratory plate type capable of attaining the same compaction as the rolled areas. The compactor shall be furnished and operated at the Contractor's expense.

D. The completed surface shall be thoroughly compacted, smooth, and true to grade and cross section, free from ruts, humps, depressions or irregularities. When a straight edge 10 feet long is laid on the finished surface and parallel with the centerline of the highway, the surface shall not vary more than 0.01 feet from the lower edge of the straight edge. When tested transversely to traffic the surface shall incline continuously in the direction of the drainage so that no depressions will remain in the surface after rolling.

E. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by 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 other acceptable equipment shall be furnished by the Contractor.

F. If the finished surface of the asphalt concrete does not meet the specified surface tolerances, it shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be completed at the Contractor's expense.

G. If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance.
H. Public traffic shall be permitted the use of the street area providing that such traffic does not interfere with the continuity of the paving operations. When street work operations are suspended, all equipment shall be removed from the portions of the streets that are to be used by public traffic. Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to said crosswalk shall be feathered to provide a smooth pathway for foot traffic. The pavement shall be protected from traffic until thoroughly cooled and set.

I. After finished top layer (surface course) of roadway asphalt has been paved, temporary striping, markings and signage shall be installed prior to end of same work day that paving has been completed on. **Contractor shall allow 72hr. min. setting time before permanent thermoplastic striping, and markers are installed.**

J. Finishing roadway shall conform to Section 22 of the Standard Specifications. The entire roadway and right-of-way shall be left in a neat and presentable condition to the satisfaction of the Engineer.

3.08 TEMPORARY ASPHALT

A. Temporary asphalt shall be placed at the direction of the Engineer.

B. Temporary asphalt concrete shall be at the Contractor's option either Caltrans approved Type A or B asphalt concrete or asphaltic cutback.

C. Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the right of way in accordance with the provisions in Section 7–1.13 of the 2006 Standard Specifications.

D. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

E. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 20:1 or flatter to the level of the planed area.

3.09 TEMPORARY DELINEATION

A. Contractor shall provide temporary delineation in accordance with Part 3.01, Section D.1100, Signing, Striping and Pavement Markings.
3.10 CRACK FILLING

A. Crack filling shall be performed per detail E on sheet C-2 of the plans.

B. A recess ½” wide by ¾” deep shall be created with a router to form a reservoir that will hold the crack filling material. All crack debris shall be air-blasted and vacuum-cleaned prior to application.

C. The crack fill material shall be injected into the routed crack to form a flush finish. Use of a squeegee and formation of overbands are not allowed. Once the crack fill material has been applied to the entire length of cracks shown on the plans, the product shall be checked for settled depressions and refilled to the pavement grade as necessary.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. “Cold Mill 0.45’ Depth Existing AC” shall be measured by the Square Foot (SF). The quantity to be paid for will be the actual area of surface cold-milled irrespective of the number of passes required to obtain the depth and width shown on the plans.

B. “Cold Mill and Patch-Pave 0.5’ Depth HMA” shall be measured by the Square Foot (SF). The quantity to be paid for will be the actual area of surface cold-milled irrespective of the number of passes required to obtain the depth and width shown on the plans. Also included in this measurement is all work involved with patch-paving.

C. "Furnish and Install HMA Base Course" and “Furnish and Install HMA Surface Course” for new roadway paving shall be measured by the ton of asphalt actually placed. Weight certificates shall be furnished by the Contractor to the Engineer at the job site upon delivery of the material. Certificates shall be a legible copy of a licensed weigh master's certificate showing gross tare, and net weight of each truckload of asphalt concrete. Measurement shall conform to Section 39-6 of the Standard Specifications.

D. “Furnish and Install Crack Fill” shall be measured by the linear foot (LF) of complete crack filling work. The quantity to be paid for will be based on the actual linear footage measured in the field.

4.02 PAYMENT

A. Payment for “Cold Mill 0.45’ Depth Existing AC” shall be made at the Contract price per Square Foot (SF) of asphalt concrete actually removed and as contained in Bid Item 17. The Contract price paid shall include full compensation furnishing and setting traffic control devices, signs and
flaggers, for removing asphalt concrete surfacing to the depth indicated on plans and hauling away grindings to a recycling facility, and for furnishing all labor (including compacting base material and applying paint binder), materials, tools, equipment, incidentals, and for doing all the work involved in removing and disposing of all excavated materials, debris, and existing asphalt concrete surfacing, sweeping and clean-up, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

B. Payment for “Cold Mill and Patch-Pave 0.5' Depth HMA” shall be made at the Contract price per Square Foot (SF) of asphalt concrete actually removed and patch-paved, and as contained in Bid Item 18. The Contract price paid shall include full compensation furnishing and setting traffic control devices, signs and flaggers, for removing asphalt concrete surfacing to the depth indicated on plans and hauling away grindings to a recycling facility, for furnishing and installing two compacted courses of HMA, and for furnishing all labor (including compacting base material and applying paint binder), materials, tools, equipment, incidentals, and for doing all the work involved in removing and disposing of all excavated materials, debris, and existing asphalt concrete surfacing, sweeping and clean-up, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

C. Payment for "Furnish and Install HMA Base Course" shall be made at the Contract unit price per ton of asphalt concrete actually placed and as contained in Bid Item 19. Payment shall include full compensation for furnishing and setting traffic control devices, signs and flaggers, for furnishing all labor, transportation, materials, tools, and equipment, including tack oil, sweeping, clean-up, incidentals and for doing all the work involved in furnishing and installing HMA base courses, complete, in place, as shown on the plans, as specified in the Contract documents, and as directed by the Engineer.

D. Payment for "Furnish and Install HMA Surface Course" shall be made at the Contract unit price per ton of asphalt concrete actually placed and as contained in Bid Item 20. Payment shall include full compensation for furnishing and setting traffic control devices, signs and flaggers, for furnishing all labor, transportation, materials, tools, and equipment, including tack oil, sweeping, clean-up and incidentals and for doing all the work involved in furnishing and installing HMA surface courses, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

E. Payment for “Furnish and Install Crack Fill” shall be made at the Contract unit price per linear foot (LF) of crack fill material installed and as contained in Bid Item 21. Payment shall include full compensation for furnishing and setting traffic control devices, signs and flaggers, furnishing all labor, transportation, materials, tools, and equipment, including
coordination with paving and striping work, vacuum clean-up, and incidentals and for doing all the work involved in furnishing and installing crack fill material, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

F. Removal of existing traffic signal loop detectors within areas of asphalt concrete removal and cold milling shall be considered as included in the various Contract items of work and no additional compensation will be allowed therefor.

G. Field Coordination - The various Contract prices in this section shall also include administration, labor, materials and field time required to coordinate with the City to mark the exact limits of cold milling / asphalt removal, to measure quantities jointly in the field, to review incidental construction problems, punch list review meetings, and coordination with USA for identification of utilities within work areas.

*Contract items in this section requiring measurement may not be paid until Contractor has coordinated a field meeting to complete measurement of respective work items jointly with the City.*

H. Quantities of materials wasted or disposed of in a manner not called for under the Contract, or rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract, or material remaining on hand after completion of the work, will not be paid for. No compensation will be allowed for hauling and disposing of rejected material.

I. Miscellaneous Items - Measurement and payment for miscellaneous items associated with this section including but not limited to recycling, conforming to SWPPP requirements, pavement surface preparation, paint binder (tack coat), parting agent, transporting asphalt concrete, furnishing, spreading and compacting temporary asphalt concrete, furnishing, installing and removing temporary striping and markers, and finishing roadway shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

END OF SECTION
SECTION D.0935 - OVER-EXCAVATION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This work shall consist of removing additional roadway pavement section or subgrade material and installing 3" stabilization rock backfill, including placement of geotextile fabric and geogrid as indicated in detail D on sheet C-2 of the plans.

PART 2 SUBMITTALS

A. Contractor shall submit analysis reports, product data and manufacturer installation instructions for 3” drain rock, geogrid and geotextile fabric.

PART 3 MATERIALS

3.01 STABILIZATION ROCK (3-INCH DRAIN ROCK)

A. Stabilization rock to be used in over-excavation shall be 100 percent crushed rock conforming to the following grading:

<table>
<thead>
<tr>
<th>Std. Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-inches</td>
<td>100</td>
</tr>
</tbody>
</table>

3.02 GEOGRID

A. Geogrid material shall be Tensar BX TYPE1-475, as manufactured by Tensar International Corporation, Alpharetta, GA, or approved equal.

3.01 GEOTEXTILE FABRIC

A. Geotextile fabric shall be Mirafi 180N by Tencate, Pendergrass GA, or approved equal.

PART 4 EXECUTION

4.01 OVER-EXCAVATE FOR 7-INCH CLASS 2 AB SECTION

A. Over-excavation in order to install 7-inch aggregate base section may be done with cold planer in same pass as removal of existing asphalt pavement, at Contractor’s option. The removal depth shall be such that the specified thickness of proposed HMA is attained in addition to the new 7-inch aggregate base section thickness of aggregate rock. Prior to
installation of the aggregate rock, the exposed existing ground material shall be compacted to 95% relative density, and geogrid placed.

4.02 OVER-EXCATE 12-INCHES AND INSTALL 3-INCH ROCK ENVELOPE

A. The removal depth of ground material for installation of 3-inch rock envelope shall be such that the specified thicknesses of proposed HMA and 7-inch aggregate base section are attained in addition to the 12" thickness of 3-inch rock. Prior to installation of the aggregate, the exposed existing ground material shall be compacted to 95% relative density, then geogrid placed beneath geotextile fabric. The 3-inch rock shall be spread in 6-inch layers and compacted with a roller after each layer is spread, then enveloped with the geotextile fabric.

4.03 FIELD MEASUREMENT AND INSPECTION

A. The Contractor shall coordinate with Inspector so that over-excavation areas are measured and agreed upon beforehand and excavation depths have been inspected and approved prior to installation of geogrid, geotextile fabric or backfill material.

PART 5 MEASUREMENT AND PAYMENT

5.01 MEASUREMENT

A. Payment for "Over-excavate 7-inches for Class 2 AB Section" shall be made at the Contract unit price per Square Foot (SF) of surface area over-excavated (material removed) as specified in the Contract Documents.

B. Payment for "Over-excavate 12-inches for 3-inch Rock Envelope" shall be made at the Contract unit price per Square Foot (SF) of surface area over-excavated (material removed) as specified in the Contract Documents.

C. Payment for "Furnish and Install 3-inch Rock Envelope" shall be made at the Contract unit price per Square Foot (SF) of surface area of 3-inch rock envelope installed as specified in the Contract Documents.

5.02 PAYMENT

A. Payment for "Over-excavate 7-inches for Class 2 AB Section" shall be made at the Contract unit price per Square Foot as contained in Bid Item 13. The Contract unit price shall include full compensation for furnishing and setting traffic control devices, signs and flaggers, for furnishing all labor, materials, tools, equipment and incidentals as required to over-excavate, remove, offhaul, and dispose of ground material completely, as specified in the Contract Documents, and as directed by the Engineer.
B. Payment for "Over-excavate 12-inches for 3-inch Rock Envelope" shall be made at the Contract unit price per Square Foot as contained in Bid Item 15. The Contract unit price shall include full compensation for furnishing and setting traffic control devices, signs and flaggers, for furnishing all labor, materials, tools, equipment and incidentals as required to over-excavate, remove, offhaul, and dispose of ground material completely, as specified in the Contract Documents, and as directed by the Engineer.

C. Payment for "Furnish and Install 3-inch Rock Envelope" shall be made at the Contract unit price per Square Foot as contained in Bid Item 16. The Contract unit price shall include full compensation for furnishing and setting traffic control devices, signs and flaggers, for furnishing all labor, materials, tools, equipment, transport and incidentals as required to furnish and install 3-inch rock envelope, including geogrid and geotextile fabric, complete, in place, as specified in the Contract Documents, and as directed by the Engineer.

D. Field Coordination: The various Contract prices in this section shall also include administration, labor, materials and field time required to coordinate with the City to mark the exact limits of over-excavation, to measure quantities jointly in the field, to review incidental construction problems, punch list review meetings, and coordination with USA for identification of utilities within work areas.

Contract items in this section requiring measurement may not be paid until Contractor has coordinated a field inspection to complete measurement of respective work items jointly with the City.

E. All other aspects of conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract bid items of work and no additional compensation will be made therefor.

END OF SECTION
SECTION D.1100 - SIGNING, STRIPING AND PAVEMENT MARKINGS

PART 1 GENERAL

1.01 GENERAL

A. The wording of this section shall take priority over all notes, details, and markings as they pertain to permanent Traffic Stripes, Pavement Markings, and Pavement Markers, and Roadside Signs per Caltrans Standard Specifications Section 84, “Traffic Stripes and Pavement Markings”, Section 85, “Pavement Markers”, and Section 56 “Signs”, and the City of Vallejo Standard Specifications.

B. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12–3, of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7–1.04, "Public Safety," of the Standard Specifications.

C. Attention is directed to Section D.0930 of these special provisions for Asphalt Concrete Paving & Related Work requirements.

D. Attention is directed to Section D.0330 of these special provisions for Storm Water Pollution Prevention Plan (SWPPP) requirements.

PART 2 MATERIALS

2.01 GENERAL

A. All materials whether temporary or permanent shall conform to the Caltrans Standard Specifications and California MUTCD.

B. Product information and Certificates of compliance shall be furnished for all signing and delineation materials and products in this section including but not limited to temporary pavement delineation materials, temporary reflective raised pavement markers, thermoplastic pavement striping and marking material, glass beads and pavement markers, as specified in Section 6-1.03E, "Certificates of Compliance," of the Standard Specifications. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.
C. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any testing performed.

2.02 TEMPORARY PAVEMENT DELINEATION

A. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers for short term day/night use (14 days or less) or long term day/night use (6 months or less).

2.03 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

A. Thermoplastic traffic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84–1, "General," and 84–2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions. Submit product information.

B. Permanent pavement striping tape will not be allowed.

2.04 PAVEMENT MARKERS

A. Pavement markers shall conform to the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

B. Retroreflective Pavement Markers shall be “3M Raised Pavement Markers (RPM)”, or approved equal. Submit one sample of each color to be used.

2.05 ROADSIDE SIGNS

A. Roadside Signs shall conform to the provisions in Sections 56-2, "Roadside Signs," of Caltrans Standard Specifications, section 3.3.39 of the City Standard Specifications and these special provisions.

B. Warning and regulatory signs shall conform to the California Department of Transportation's Specifications for Type IIIA Reflective Sheeting Aluminum Signs, dated April 1992. Copy of the specifications may be obtained from the California Department of Transportation’s office of Business Management and Materials Operations Branch, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone (916) 322-2137.

C. Sign substrate materials shall be sheet aluminum. Sheet aluminum shall be not less than 0.063-inch thick for sign widths less than 42 inches and not less than 0.080-inch thick for sign widths 42 inches and greater. For
street name signs, the substrate materials shall be sheet aluminum not less than 0.125-inch thick.

D. Signs shall be installed on metal posts conforming to the details shown on the City of Vallejo Standard Drawings 7-06 and 7-07.

PART 3 EXECUTION

3.01 TEMPORARY PAVEMENT DELINEATION

A. Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

B. All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

C. Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required, and as determined by the Engineer.

D. Whenever lane lines and centerlines are obliterated the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in Caltrans list of "Pre-qualified and Tested Signing and Delineation Materials."

E. Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.
F. Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

G. Full compensation for furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation and for providing equivalent patterns of permanent traffic lines for such areas when required, shall be considered as included in the Contract price paid for various items of work and no separate payment will be made therefor.

3.02 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

A. Existing thermoplastic traffic stripes and pavement markings, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of. Such removed material shall be disposed of outside the right of way in accordance with the provisions in Section 7-1.13 of the 2006 Standard Specifications. Removal of thermoplastic traffic stripes & pavement markings shall be by industry standard grinding methods. Removal of striping and pavement markings shall not be performed by using flame or heat methods. Full compensation for removing and disposing of thermoplastic traffic stripes and pavement markings shall be considered as included in the Contract price paid for various items of work and no separate payment will be made therefor.

B. A 72 hr. asphalt curing time shall be allowed prior to installation of Thermoplastic Traffic Stripes and Pavement Markings.

C. Striping and markings shall not be installed on utility box covers, manhole lids, vaults, railroad rails or any other metallic features in the roadway. Any striping or markings installed on these items shall be removed at the Contractor's labor and expense.

D. Installation of Thermoplastic Traffic Stripes and Pavement Markings shall be per the project plans, the City of Vallejo Standard Specifications and the Caltrans Standard Specifications.

E. Standard pavement marking for a “STOP” shall be per City Standard Specifications.
F. The thermoplastic material for traffic stripes and pavement markings shall be applied by extrusion methods only. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.060-inch. Thermoplastic material for pavement markings shall be applied at a minimum thickness of 0.150-inch.

3.03 PAVEMENT MARKERS

A. Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of. Such removed material shall be disposed of outside the right of way in accordance with the provisions in Section 7-1.13 of the 2006 Standard Specifications. Full compensation for removing and disposing of pavement markers shall be considered as included in the Contract price paid for various items of work and no separate payment will be made therefor.

B. When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform either to the requirements of Part 3.07 of Section D.0200 Traffic Control.

C. A blue fire hydrant marker of Stimsonite 88 or equal, shall be installed in the street marking the location of each hydrant 12-inches from the centerline on the hydrant side of the centerline.

3.04 ROADSIDE SIGNS

A. Roadside signs shall be installed at locations shown on the plans per City of Vallejo Standard Specifications Section 3.3.39, City of Vallejo’s Standard Drawings Nos. 7-06 thru 7-12, and per Caltrans Standard Specification Section 56-2, “ROADSIDE SIGNS.”

B. All roadside signs, except as specifically noted on the plans or in these Technical Specifications, shall be installed using metal pipe posts with braces, if required.

C. Installation of roadside signs on street light poles shall not damage or scratch the paint of the street light pole. Any damage to the street light pole shall be repaired by the Contractor at his own cost.

D. Any damage to the relocated sign shall be repaired by the Contractor to the satisfaction of the Engineer and all costs of such repair shall be the sole responsibility of the Contractor.

E. All newly installed roadside signs shall be continuously covered from view, as directed by the Engineer, until they are required to control traffic. The
Engineer shall direct the Contractor when the new signs are to be uncovered.

F. Existing roadside signs, at locations shown on the plans to be salvaged, shall be removed and salvaged. Salvaged signs shall be delivered to a City of Vallejo Salvage/Storage Yard.

G. Salvaged roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

H. Each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit for measurement and payment purposes.

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. “12-inch White Limit / Crosswalk Line” shall be measured by the linear foot (LF). The quantity to be paid for will be the actual number of lineal feet installed in the field.

B. “4-inch Solid Yellow / White Line” shall be measured by the linear foot (LF). The quantity to be paid for will be the actual number of lineal feet installed in the field.

C. “Caltrans Detail 9 (4-inch Broken White Line) per Standard Plan A20A” shall be measured as a continuous line by the linear foot (LF). The quantity to be paid for will be the actual number of linear feet installed in the field.

D. “Caltrans Detail 25A per Standard Plan A20B / City Standard Median Detail 3-37” shall be measured as one continuous line by the linear foot (LF). The quantity to be paid for will be the actual number of linear feet installed in the field.

E. “Caltrans Detail 37B (8-inch Broken White Line) per Standard Plan A20D” shall be measured as one continuous line by the linear foot (LF). The quantity to be paid for will be the actual number of linear feet installed in the field.

F. “Caltrans Detail 38 (8-inch Solid White Line) per Standard Plan A20D” shall be measured the linear foot (LF). The quantity to be paid for will be the actual number of linear feet installed in the field.

G. “Caltrans Pavement Markings – Arrows per Standard Plans A24A and
A24B” shall be measured by the unit for each (EA) arrow marking installed in the field per Standard Plan detail specified.

H. “Furnish and Install Type-K Post on Median Noses” shall be measured by the unit for each (EA) marker installed in the field.

I. “Furnish and Install Roadside Sign” shall be measured by the unit for each (EA) sign with pole installed in the field.

4.02 PAYMENT

A. Payment for installing extruded thermoplastic “12-inch White Limit / Crosswalk Line” shall be made at the Contract unit price per linear foot installed and as contained in Bid Item 28. The Contract unit price shall include full compensation for furnishing and installing the pavement striping, as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement striping complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

B. Payment for installing extruded thermoplastic “4-inch Solid Yellow / White Line” shall be made at the Contract unit price per linear foot installed and as contained in Bid Item 29. The Contract unit price shall include full compensation for furnishing and installing the pavement striping as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement striping complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

C. Payment for installing extruded thermoplastic “Caltrans Detail 9 (4-inch Broken White Line) per Standard Plan A20A” shall be made at the Contract unit price per linear foot installed and as contained in Bid Item 30. The Contract unit price shall include full compensation for furnishing and installing the pavement striping, associated reflective pavement markers as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement striping complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

D. Payment for installing extruded thermoplastic “Caltrans Detail 25A per Standard Plan A20B / City Standard Median Detail 3-37” shall be made at the Contract unit price per linear foot installed and as contained in Bid Item 31. The Contract unit price shall include full compensation for furnishing and installing the pavement striping, associated reflective
pavement markers as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement striping complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

E. Payment for installing extruded thermoplastic “Caltrans Detail 37B (8-inch Broken White Line) per Standard Plan A20C” shall be made at the Contract unit price per linear foot installed and as contained in **Bid Item 32**. The Contract unit price shall include full compensation for furnishing and installing the pavement striping, associated reflective pavement markers as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement striping complete, in place, as shown on the plans, as specified in the Contract documents, and as directed by the Engineer.

F. Payment for installing extruded thermoplastic “Caltrans Detail 38 (8-inch Solid White Line) per Standard Plan A20D” shall be made at the Contract unit price per linear foot installed and as contained in **Bid Item 33**. The Contract unit price shall include full compensation for furnishing and installing the pavement striping, associated reflective pavement markers as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement striping complete, in place, as shown on the plans, as specified in the Contract documents, and as directed by the Engineer.

G. Payment for installing extruded thermoplastic “Caltrans Pavement Markings – Arrows per Standard Plans A24A and A24B” shall be made at the Contract unit price per each unit installed and as contained in **Bid Item 34**. The Contract unit price shall include full compensation for furnishing and installing the pavement markings as detailed in the standard specifications, all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing thermoplastic pavement markings complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

H. Payment for “Furnish and Install Type –K Post on Median Noses” shall be made at the Contract unit price per each unit installed and as contained in **Bid Item 35**. The Contract unit price shall include full compensation for furnishing and installing the post markers, including all labor, materials, tools, equipment and incidentals, and for doing all the work involved, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

I. Payment for “Furnish and Install Roadside Sign” shall be made at the
Contract price for each installation and as contained in **Bid Item 36**. This Contract unit price shall include full compensation for furnishing and installing the roadside sign and pole, including excavation, removal and disposal of spoils, concrete foundation, hardware and for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved, complete, in place, as shown on the plans, and as specified in the Contract Documents, and as directed by the Engineer.

J. Full compensation for installing retroreflective pavement markers, including the blue fire hydrant markers shall be considered as included in the various Contract bid items for thermoplastic striping and no additional payment will be made therefor.

K. Full compensation for removing and disposing of existing paint or thermoplastic traffic stripes, pavement markings, and raised markers as directed by the Engineer prior to new striping or paving operations shall be considered as included in the various Contract bid items of the project and no additional payment will be made therefor.

L. Full compensation for furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation and for providing equivalent patterns of permanent traffic lines for such areas when required shall be considered as included in various Contract bid items of the project under this section and no separate payment will be made therefor.

M. Full compensation for furnishing traffic control devices, signs and flaggers during striping and removal operations shall be considered as included in various Contract bid items of the project and no additional payment will be made therefor.

N. Field Coordination: The various Contract prices in this section shall also include administration, labor, materials and field time required to coordinate with the City when necessary, to layout and “cat-track” striping as shown on the plans, to measure installed quantities jointly in the field, to review incidental configuration issues, and punch list field walks.

*Contract items in this section requiring measurement may not be paid until Contractor has coordinated a field meeting to complete measurement of respective work items jointly with the City.*

END OF SECTION
SECTION D.1650 - TRAFFIC SIGNAL SYSTEM

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Installation of new loop detector hand holes, traffic signal loop detectors and pulling new loop wire through new and existing hand holes and conduit to nearest pull boxes, including reconnecting to detector lead-in cable (DLC), intercepting existing conduit, trenching and new conduit installation, calibrating and troubleshooting for full functioning integration into existing system. Detector loop replacement shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

B. Contacting and coordinating with City of Vallejo for marking existing facility locations prior to work and access to controller cabinets.

C. The traffic signals shall fully conform to the National Electric Code and the City of Vallejo Standard Specifications.

D. Attention is directed to Section D.0330 of these special provisions for Storm Water Pollution Prevention Plan (SWPPP) requirements.

PART 2 MATERIALS

2.01 DETECTOR LOOP AND RELATED MATERIALS

A. Materials shall be listed by Underwriters Laboratories, Inc. (U.L.) and bear evidences of such approval as necessary.

B. Cable: All new cable shall be of the same size as being replaced, shall be stranded soft copper, type THW with minimum of 3/64 inch polyvinyl chloride insulation unless otherwise noted. No. 10 in pole may be used.

C. Loop wire shall be Type 2.

D. Loop detector lead-in cable shall be Type B.

PART 3 EXECUTION

3.01 INSTALLATION

A. Installation of facilities shall conform to the National Electric Code, the City of Vallejo Standard Specifications, and Section 86 of 2010 edition of Caltrans Standard Specifications and these specifications.

B. Cable: Cable shall be in one piece without splices between connections.
C. New DLC cable shall be installed as necessary to accommodate new loop installation and phasing configurations.

D. All new conductors shall be labeled with durable tags inside pull boxes and at termination points within controller cabinets.

E. Installation of all new loop detector hand holes, trenching, installation of conduit and detector loops are to be completed prior to the beginning of pavement reinforcing fabric and/or surface course paving unless otherwise directed by the Engineer.

F. New loop detector hand holes shall be installed at the center of lane line locations and to proposed finished grade in preparation for surface course paving.

G. All detector loops shall have the sealant topped off within 3 working days of the installation of the loop.

H. Existing wireless vehicle detectors shall be removed and saved prior to any grinding and dig out work unless otherwise directed by the Engineer.

I. Hand holes and wireless vehicle detectors will be replaced in kind if damaged in any Contract operations at the Contractor’s own expense.

PART 4  MEASUREMENT AND PAYMENT

4.01  MEASUREMENT

A. “Furnish and Install Traffic Signal Detector Hand Hole (S)” shall be measured by the unit for each (EA) hand hole box actually installed.

B. “Furnish and Install 2-inch Conduit (S)” shall be measured by the linear foot (LF) of conduit installed.

C. “Furnish and Install Traffic Signal Loop Detector (S)” shall be measured by the unit for each (EA) loop detector actually installed.

4.02  PAYMENT

A. Payment for “Furnish and Install Traffic Signal Detector Hand Hole (S)” shall be made at the Contract unit price per each (EA) installed and as contained in Bid Item 25. The Contract price shall include full compensation for furnishing and setting traffic control devices and flaggers, excavating, removing and disposing of spoils, intercepting and modifying existing conduit, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with installing new detector hand holes, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.
B. Payment for “Furnish and Install 2-inch Conduit (S)” shall be made at the Contract unit price per linear foot (LF) installed and as contained in **Bid Item 26**. The Contract price shall include full compensation for furnishing and setting traffic control devices and flaggers, for trenching, excavation, removal and disposal of spoils, PCC backfill, connecting to and modifying existing conduit, pulling and splicing new wire, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved with installing new 2-inch conduit, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

C. Payment for “Furnish and Install Loop Detector (S)” shall be made at the Contract unit price for each (EA) detector loop installed and as contained in **Bid Item 27**. The Contract price shall include full compensation for furnishing and setting traffic control devices and flaggers, pavement cutting, installing new detector loop wires, splicing, labeling, sealing, clearing and removing debris from existing facilities, including removal and disposal of old loop wire and connections, calibration, troubleshooting, coordination with the City, and for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing new traffic signal loop detectors, complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

END OF SECTION
APPENDIX A

GENERAL PREVAILING WAGE DETERMINATION – STATE

ADMIRAL CALLAGHAN LN. PAVEMENT REHABILITATION PROJECT
MEASURE 'B' - FY 12/13
Please refer to the following web link for the State General Prevailing Wage Determination:

http://www.dir.ca.gov/dlslr/DPreWageDetermination.htm