

CITY OF VALLEJO
SPECIFICATIONS FOR
FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT

CITY COUNCIL
Osby Davis, Mayor
Stephanie Gomes, Vice Mayor
Marti Brown
Jesus Malgapo
Robert H. McConnell
Bob Sampayan
Hermie Sunga

DAVID A. KLEINSCHMIDT
Utilities/Public Works Director
City Hall
Vallejo, CA. 94590
(707) 648-4315

Bid Opening: 2:00 P.M.
December 19, 2013
City Council's Chamber
2nd Floor, City Hall



Prepared under the direction of
David A. Kleinschmidt, Public Works Director

TABLE OF CONTENTS

PAGE No.

NOTICE TO CONTRACTORS1

*** PROPOSAL.....4**

*** BID SHEETS7**

*** NON-COLLUSION AFFIDAVIT9**

*** BIDDER’S BOND10**

*** NONDISCRIMINATION CLAUSE13**

*** DESIGNATION OF SUBCONTRACTORS.....14**

CONTRACT15

*** CERTIFICATION OF BIDDER’S EXPERIENCE AND QUALIFICATIONS18**

*** FINANCIAL REFERENCES20**

**** ALL BOLD SECTIONS ABOVE MUST BE FILLED OUT, SIGNED AND
SUMMITTED WITH THE BID TO BE CONSIDERED A RESPONSONSIVE BID.***

SECTION A - PROJECT DESCRIPTION..... A -1

Locations A -1

Description of Project A -1

Contract Documents A -1

Equal Employment Opportunity Employer A -2

SECTION B - GENERAL REQUIREMENTS..... B -1

Definitions & Terms B -1

Proposal Requirements & Conditions B -1

Award & Execution of Contract and Insurance Requirements B -2

Scope of Work B -5

Control of Work B -6

Control of Materials B -6

Legal Relations & Responsibility B -6

Measurement and Payments B -7

Prosecution and Progress B -8

Permits and Codes B -9

Apprenticeship Requirements..... B-9

Subcontracting B -11

Permits and Licenses..... B -11

Statistical Testing B -11

Highway Construction Equipment B -11

Equipment Rental Rates	B -12
Sound Control Requirements	B -12
Hazardous Waste in Excavation	B -12
Referenced Specifications	B -13
 SECTION C - WAGE & EQUIPMENT RATES	 C - 1
Prevailing Wage rate determination	C -1
Payroll Records	C -1
Equipment Rental Rates	C -2
Extract of Public Works Contract Award	C -3
Department of Industrial Relations/Division of Apprenticeship Standards..	C -4
 SECTION D – SPECIFICATIONS FOR MAINTENANCE COATING	 C - 1
General	D -1
Surface Preparations	D -2
Application	D -5
 APPENDIX	
Official City Holidays.....	APPENDIX - A
LOCATION MAP – entitled “TRAVIS AFB WATER SYSTEM & LAKES WATER SYSTEM FACILITIES LOCATION MAP”.....	APPENDIX – B

**CITY OF VALLEJO
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS**

SEALED PROPOSALS will be received at the City Clerk's Office, Third floor, City Hall, Vallejo, California, until the hour of 2:00 P.M. on the 19th day of December 2013 at which time, they will be publicly opened and read by the City Clerk in Council's Chamber of said City Hall for

FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT

The work to be done is to provide labor and equipment necessary on an **"As-Needed time and material"** basis assisting the Water Division with preparing existing/new surfaces and to coat and/or re-coat said surfaces with City furnished industrial coating until June 30, 2014 with a possibility of four additional one (1) year extension and with a final contract expiration date of June 30, 2018. Labor and Equipment at the rates bid or shall be paid in accordance with the Current State of California Department of Transportation Labor Surcharge & Equipment rental rate Schedule for actual hours used in performing the required task. The scope of work may include but not limited to:

- Surfaces are on water related appurtenances that are either located indoor or outdoor and may be in confined space areas and they includes but not limited to: concrete floors or walls, epoxy coated piping, metal surfaces, and wood surfaces.
- The water related appurtenances includes but not limited to: mechanical piping, pumps, motors, switchgear cabinets, walls, floorings.

In order to be considered a qualified bidder, the bidder shall meet the following minimum criteria:

- Have a valid Class "C-33" California State Contractor License in good standing. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code, Section 7000 et seq., known as the Contractor's License Law.
- Have 5 years or more of verifiable experience in working in water processing facilities and wastewater facilities performing coating work with annual contracts of at least One Hundred and Fifty Thousand Dollars (\$150,000.00) per year.
- Be able to obtain \$2,000,000.00 liability insurance coverage
- Have trained and certified personnel in the following Cal OSHA safety regulations:
 - Personal Protection Equipment
 - Confined space entry
 - Trench shoring
 - Fall Protection
 - Hazardous Material Recognition and Avoidance
 - First Responder Training and experience

All work to be done shall be performed in accordance to the Standard Specification of the State of California, City of Vallejo Standard Specifications, these specifications and as directed by the Engineer. This project shall be awarded to the contractor submitting the lowest responsible unit price bid per manhour rate as defined in the bid particulars. The City has budgeted total of \$200,000.00 for this project.

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 ascertained the general prevailing rate of wages applicable to the work to be done in accordance with the standards set forth in Section 1773 and which is filed in the office of

the City Clerk. Minimum wage rates for this project are set forth in Section C of the Special Provisions. If there is a difference between the minimum wage rates pre-determined by the Director of Industrial Relations for similar classifications of labor and the rates bid, the Contractor shall be paid at the higher wage rate.

The successful bidder will be required to post a copy of the general prevailing rates per diem wages in a conspicuous place forthwith upon undertaking the public work called for herein. The successful bidder shall also keep an accurate certified payroll record in accordance with requirement set forth in Section 1776 of the Labor Code of the State of California and Section C (Titled "Wage and Equipment Rates") of these specifications.

Each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided to the effect that he/she has not entered into a collusive agreement with any other person, firm or corporation in regard to any bid submitted. Before executing any subcontract, bidder shall submit the name of any proposed subcontractor in the form provided.

Also, each bidder submitting a bid for any portion of the work contemplated by the plans and specifications shall execute and attach thereto a certification with regard to the performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and the filing of required reports.

The Contractor is advised that this project is subject to the provisions of the Municipal Code in Chapter 2.72.030 of the Non Discrimination Ordinance of the City of Vallejo.

The specifications, contract documents and proposal form 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 \$25.00, which is not refundable.

No bid will be received unless it is made on a proposal form furnished by the Utilities /Public Works Director. Each bid must be accompanied by a cashier's check, certified check or Bidder's Bond payable to the City of Vallejo in the amount of \$20,000.00 (Twenty Thousand Dollars), such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The bid bonds for the three acceptance lowest bidders shall be retained until the City Council has accepted the successful bidder. All other Bidder's Bond shall be returned to the bidder five (5) working days after bid opening.

The bidder whose proposal is accepted shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the contact. This right of substitution shall be exercised in the manner and subject to the conditions specified in the contract documents.

Attention is directed to the General Requirements, Section B, for compliance with the insurance requirements. Insurance is to be placed with insurers having a Best's rating of no less than **A:VII**.

Attention is directed to the General Requirements, Section B, of the specifications for compliance with the employment of apprentices by the Contractor or any subcontractor under him/her.

CONTRACT TERM: The initial term of this contract is from July 1, 2013 to June 30, 2014, inclusive with a possibility of four additional one (1) year extension and with a final contract expiration date of June 30, 2018. The City will perform an annual evaluations during the term of the contract to determine the quality of service and may recommend extending this contract up to four, one-year extensions. An annual contract unit price increase is allowed, the percentage shall be based on the April Edition of *Engineering News and Record's*

Annual Construction Cost Index for San Francisco Bay Area. Each offer to extend the contract will be at the sole discretion of the City.

For Fiscal Year 2013/2014 (July 1, 2013 to June 30, 2014), **\$200,000.00** has been budgeted for this **As-Needed Labor and Material** contract. Should the contract be extended, a Contract Amendment will be executed with a new budget amount. We anticipate an annual amount of \$200,000.00 per year for the duration of the contract.

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

No contract will be executed with a Contractor who has not been licensed to do business within the City of Vallejo. **THE CONTRACTOR WILL ATTACH A COPY OF THE BUSINESS LICENSE TO THE CONTRACT DOCUMENT TO VERIFY REGISTRATION WITH THE CITY.**

DAWN ABRAHAMSON
City Clerk
Dated: _____

**CITY OF VALLEJO
PROPOSAL FOR THE
FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT**

TO: Honorable Mayor and City Council
City of Vallejo
City Hall
Vallejo, CA 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. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Name on Contractor's license: _____

Contractor's license number: _____ Expiration date: _____

Contractor's classification: _____

City of Vallejo Business license number: _____

Contractor's signature: _____ Date: _____

The work to be done is to provide labor and equipment necessary on an "**As-Needed time and material**" basis assisting the Water Division with preparing existing/new surfaces and to coat and/or re-coat said surfaces with City furnished industrial coating until June 30, 2014 with a possibility of four additional one (1) year extension

and with a final contract expiration date of June 30, 2018. Labor and Equipment at the rates bid or shall be paid in accordance with the Current State of California Department of Transportation Labor Surcharge & Equipment rental rate Schedule for actual hours used in performing the required task. An annual contract unit price increase is allowed, the percentage shall be based on the April Edition of *Engineering News and Record's* Annual Construction Cost Index for San Francisco Bay Area. The scope of work may include but not limited to:

- Surfaces are on water related appurtenances that are either located indoor or outdoor and may be in confined space areas and they includes but not limited to: concrete floors or walls, epoxy coated piping, metal surfaces, and wood surfaces.
- The water related appurtenances includes but not limited to: mechanical piping, pumps, motors, switchgear cabinets, walls, floorings.

All work to be done shall be performed in accordance to the Standard Specification of the State of California, City of Vallejo Standard Specifications, these specifications and as directed by the Engineer.

TO: Honorable Mayor and City Council
City of Vallejo
City Hall
Vallejo, CA 94590

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 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 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 item prices listed on the bidding sheets attached hereto.

Bidder: _____

By: _____

Title: _____

CITY OF VALLEJO BID SUMMARY SHEET

The bid items provided below represent individual sub-water systems for the City's budgeting purposes only. The sum of the bid for all of sub-water systems will be used to determine the lowest responsible bidder.

THE FOLLOWING PRICES ARE SUBMITTED FOR **FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT.**

Providing labor and equipment necessary on an **"As-Needed time and material"** basis assisting the Water Division with preparing existing/new surfaces and to coat and/or re-coat said surfaces with City furnished industrial coating to their water system as directed by the Engineer. Unit price bid shall include transportation, all Labor Surcharge (Workers Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, State Treasury taxes and profit margin) hand/power tools of their trade, ladders, service vehicles and incidentals necessary to perform the required work shall be considered as included in the prices paid for the rates bid below and no additional compensation will be allowed.

Unit price of _____/manhour (based on a two person crew) \$_____

The contract shall be awarded to the contractor submitting the lowest responsible unit price bid per hour.

The City has budgeted within this fiscal year 2013/2014 (July 1, 2013 to June 30, 2014) a total of \$200,000.00 for this contract.

If applicable, 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.

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.

If this proposal is accepted and the undersigned fails to contract, provide bond(s) in sum as specified in these Specifications and with surety satisfactory to the City Council, within eight days, not including Sundays and legal holidays, after the bidder has received notice from the Director of Public Works and the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall operate and the same become and be the property of the City of Vallejo.

In case of a tie, the City has the authority to unilaterally determine the lowest responsible bidder. No Appeal will be allowed.

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR OR SUBCONTRACTOR

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____ (here-in-after 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 from 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 _____, 201__ at _____, California.

Signed: _____

Title: _____

License Number: _____

Classification: _____

Expiration Date: _____

BIDDER'S BOND
(NOT REQUIRED FOR CONTRACT EXTENSION)

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 TWENTY THOUSAND DOLLARS (\$20,000.00) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above mentioned bid to the City of Vallejo, for certain landscape maintenance specifically described as follows, for which bids are to be opened at Vallejo, California, on the ____ day of _____, 201__ for the

FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT

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 _____, 201__.

PRINCIPAL

SURETY

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.
 - a. The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has accepted the successful bidder. All other bid bonds shall be returned to the bidder FIVE (5) working days after bid opening.

Accompanying this proposal is Twenty Thousand Dollars (\$20,000.00) in the form of a Cashier's Check, Bidder's Bond, or Money order, as the case may be (please circle appropriate form of payment).

The names of all persons interested in the foregoing proposal as principals are as follows:

(Important Notice) IF THE BIDDER OR OTHER INTERESTED PERSONS is a corporation, state legal name of corporation and state where incorporated, also names of the President, Secretary, Treasurer, and Manager thereof; if 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 CONTRACTOR'S LICENSE LAW OF THE STATE OF CALIFORNIA (BUSINESS AND PROFESSIONAL CODE) SECTION 7000 et seq. PROVIDING FOR THE REGISTRATION OF CONTRACTORS, License No.: _____

Signature

Print or Type Name

Date

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.

Business Address: _____

Telephone No.: _____

Place of Residence: _____

Telephone No.: _____

**CITY OF VALLEJO
STATE OF CALIFORNIA
NONDISCRIMINATION CLAUSE**

Vallejo Municipal Code Section 2.72.030 Contract; Nondiscrimination clause required.

Contractor agrees to observe the provisions of Section 4 of Ordinance No. 36 N.C.(2d) of the City of Vallejo obligating every contractor or subcontractor under a contract or subcontract to the City of Vallejo for public works or for goods or services to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 4 is, by this reference, made a part of this contract. (Ord. 36 N.C. (2d), Section 3, 1971)

Vallejo Municipal Code Section 2.72.040 Contents of contracts.

Every contract or subcontract of the City of Vallejo for public works, or for goods or services shall contain the following provisions:

"In the performance of this contract, contractor agrees as follows:

- (a) That the contractor shall not because of the race, religious creed, color, sex, national origin, or ancestry of any person, refuse to hire or employ him, or to bar or discharge him from employment, or to discriminate against him in compensation, or in the terms, conditions, or privileges of employment and that contractor will take affirmative action to insure that every applicant for 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, or ancestry.
- (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, setting forth the provisions of Section 4 of this Ordinance.
- (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.
- (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."

By signing this Nondiscrimination Clause, the Contractor agrees to observe the provisions of Section 4 of Ordinance No. 36 N.C. (2d), Vallejo Municipal Code Sections 2.72.030 and 2.72.040.

CONTRACTOR

DATE

DESIGNATION OF SUBCONTRACTORS

The following are the names and business addresses of all subcontractors who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the total bid or Ten Thousand Dollars (\$10,000.00) whichever is greater, together with a statement of the portion of the work to be done by each subcontractor. The Bidder is reminded that the "Bidder - DBE Information" form, in addition to the "Designation of Subcontractors" is to be completed and submitted as directed.

NAME	LOCATION OF BUSINESS	TYPE OF WORK	% OF TOTAL CONSTRUCTION	COST OR DOLLAR
				AMOUNT OF WORK

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.

CONTRACT DOCUMENT
CITY OF VALLEJO
STATE OF CALIFORNIA
FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT

THIS CONTRACT, made and concluded in triplicate this _____ day of _____, 2014, 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:

ARTICLE ONE. That for and in consideration of the payments and agreements hereinafter to be made and performed by the City, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials necessary to provide the required skilled labor for the **FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT**, in a good work-person-like manner and to the satisfaction of the City of Vallejo, in accordance with the specific specifications therefore as adopted by Resolution No. 2014 - ____ N.C. of the Council of the City of Vallejo; Standard Plans and Specifications of the State of California, Business and Transportation Agency, Department of Transportation, dated latest edition; which said documents are specifically referred to and by such reference made a part hereof.

ARTICLE TWO. The City hereby promises and agrees with the Contractor to employ, and does hereby employ the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the prices set forth in the proposal submitted by the Contractor and accepted by the City, which is specially referred to and by such reference made a part hereof, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE THREE. 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 unforeseen 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.

ARTICLE FOUR. 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.

ARTICLE FIVE. The complete contract consists of the following documents; all of which by reference are made a part of this contract:

1. Notice to Contractors.
2. Proposal.
3. FY 2013-2014 MAINTENANCE COATING SERVICE CONTRACT SPECIFICATIONS.
4. City of Vallejo Regulations and Standard Specifications for Public Improvements, December 2011.
5. Standard Plans and Specifications of the State of California, Business and Transportation Agency, Department of Transportation, May 2006 edition.
6. Vallejo Sanitation and Flood Control District Standard Specifications, latest edition.

ARTICLE SIX. The current statement of prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and the Federal Labor Wage Rates, each on file with the Vallejo City Clerk is hereby specifically referred to and by such reference is hereby made a part of this agreement. The Contractor shall, as a penalty, forfeit to the City, the sum of FIFTY DOLLARS (\$50.00) per day for each calendar day, or portion thereof, for each employee paid less than the prevailing salary or wage for any such work done under and by reason of the terms or conditions of this agreement by the Contractor or any subcontractor under him. It is further expressly agreed by and between the City and the Contractor that should there be a conflict between the terms of this agreement and the bid or proposal of said Contractor, then this agreement shall control and nothing herein contained shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE SEVEN. The Contractor agrees to observe the provisions of Section 4 of Ordinance No. 36 N.C. (2d), Vallejo Municipal Code, Section 2.72.040.) obligating every contractor or subcontractor under contract or subcontract to the City of Vallejo for Public works or goods and services to refrain from discriminatory practices on the basis of race, religious, creed, color, sex, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 4 is, by this reference made a part of this contract.

ARTICLE EIGHT. Contractor warrants and represents that he/she is licensed, and at the time he/she submitted his/her bid for this project to the City was licensed, pursuant to Division 3, Chapter 9 of the California Business and Professions Code, to engage in the business or act in the capacity of a contractor within the State of California for the purposes of this CONTRACT. In the event Contractor is or was not licensed as set forth above, this CONTRACT is void.

ARTICLE NINE. THIS CONTRACT **MAY BE** annually **EXTENDED** for a maximum of four (4) years, the City of Vallejo has the sole discretion to evaluate the contractor's performance for the purpose of extending these contractual specifications. An annual contract unit price increase is allowed, the percentage shall be based on the April Edition of *Engineering News and Record's* Annual Construction Cost Index for San Francisco Bay Area. The final authorized date for this Contract is June 30, 2018.

IN WITNESS WHEREOF, the parties to these have hereunto set their hands and affixed their seal the day and year first above written.

Approved as to Content:

CITY OF VALLEJO
A Municipal Corporation

DAVID A. KLEINSCHMIDT
Utilities / Public Works Director

By: _____
DANIEL E. KEEN
City Manager

Approved as to Form:

CLAUDIA QUINTANA
City Attorney

Attest _____
DAWN ABRAHAMSON
City Clerk

“CITY SEAL”

Approved as to Insurance Requirements:

Risk Manager

CONTRACTOR

ADDRESS

By: _____

Title: _____

“CORPORATE SEAL”

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder represents that it is competent, knowledgeable and has the special skills on the nature, extent and inherent conditions of the work to be performed on this project. Bidder further acknowledges that these inherent conditions existent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

COMPANY EXPERIENCE—To be submitted with Bid.

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has experience in work of a nature similar to this project which extends over a period of _____ years (see Section 2.5 and 2.5.1 for experience requirements). The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

Bidders are required to have 5 years or more of verifiable experience in working in water processing facilities and wastewater facilities performing coating work with annual contracts of at least One Hundred and Fifty Thousand Dollars (\$150,000.00) to qualify to bid this project.

Important Note: Failure of the Bidder to meet the experience requirements above will be grounds for the City to determine the Bidder as non-responsive and/or non-responsible and ineligible for contract award.

The City considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety. If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format found below.

Bidders are to complete this form and not attach their own form to the Bid Proposal.

Project # _____ Name: _____

Location: _____

Actual Date of Completion: _____

Description of Project, Scope of Work Performed: ___ Water ___ Wastewater ___ other

Total Value of Construction (including change orders): \$ _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager: _____

Construction Manager Contact (name and current phone number):

FINANCIAL REFERENCES

BANKS

Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

A. Name of Bank(s) Address Phone

B. Name of Loan Officer

SURETY

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

A. Name of Surety Company Address Current rate

B. Has the firm or any of its principals defaulted so as to cause a loss to a surety?

If the answer is "Yes," enter the date(s), name and address of surety and details.

NAME: _____

TITLE: _____

COMPANY: _____

**CITY OF VALLEJO SPECIAL PROVISIONS
FOR
FISCAL YEAR 2013/2014 MAINTENANCE COATING PROJECT**

SECTION A - DESCRIPTION OF PROJECT

- (1) Location: Locations of facilities for the City Water System (1 Water Treatment Plant, 16 Pump Stations and 20 Reservoirs) is located within the City of Vallejo, California, with the exception of the NBA Forebay Pump Station; Cordelia Pump Station 1, 2 & 3; Jameson Pump Station; and Monticello Pump Station which are located in Fairfield/Suisun, California (as shown on the City of Vallejo, Utilities Department, Water Division drawing entitled “ Travis AFB Water System & Lakes Water System Facilities Location Map”). Locations of facilities for the Travis Air Force Base Water System (1 Water Treatment Plant and 1 Pump Station) and the Lakes Water System (1 Water Treatment Plant, 4 Pump Stations and 4 Reservoirs) are located in the Fairfield/Suisun area (as shown on the City of Vallejo, Utilities Department, Water Division drawing entitled “Travis AFB Water System & Lakes Water System Facilities Location Map”). Note: Because of Security reasons, the location of these water facilities is approximate.

- (2) Description of Project: The work to be done includes but not limited to: providing labor and hand tools to prepare and apply City furnished maintenance coating to water facilities within the City Water System, Travis AFB Water System and the Lakes Water System in accordance with the Standard Specifications of the State of California, City of Vallejo Standard Specifications, these Specifications and as directed by the Engineer.

- (3) Contract Documents: The work will be done in accordance with the following documents which, by reference, are incorporated into the contract:
 - A. Notice to Contractors - As contained herein and published in periodicals of the local area.

 - B. Proposal - Includes the bond required therewith, all as contained in blank form herein, used by the bidder making formal proposal to do the work.

 - C. Contract - The formal agreement between the City of Vallejo and the Contractor, includes the Faithful Performance Bond.

 - D. Specifications for the Work - These Specifications, including Statement of Qualifications and Experience. In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

 - E. City of Vallejo Regulations and Standard Specifications for Public

Improvements, August 1992 edition.

F. Standard Specifications of the State of California, May 2006 edition.

G. Vallejo Sanitation and Flood Control District Standard Specifications, January 2005 edition.

H. STEEL STRUCTURE PAINTING COUNCIL (SSPC)

(4) Equal Employment Opportunity: During the performance of this contract, the Contractor agrees as follows:

That the Contractor will not, because of race, religious creed, color, sex, national origin or ancestry of any person, refuse to hire or employ any applicant or to bar or discharge any employee from employment, or to discriminate against any employee in compensation, or in terms, conditions or privileges of employment and that the Contractor will take affirmative action to insure that every applicant for employment and every employer will 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 any employee's race, religious creed, color, sex, national origin or ancestry.

SECTION B - GENERAL REQUIREMENTS

- (1) Definitions and Terms
 - A. Standard Specifications - The Standard Specifications of the State of California, Department of Transportation, Division of Highways, May 2006 edition. Any reference therein to a State Agency or officer shall be interpreted as the corresponding City office or officer acting under this contract with address at City Hall, Vallejo, California 94590.
 - B. City - The City of Vallejo.
 - C. City Council - The governing body of the City.
 - D. Engineer - The Utilities Director or Water Superintendent or his/her authorized agent who shall represent the City during the term of the contract.
 - E. City Specifications - The City of Vallejo Regulations and Standard Specifications for Public Improvements, August 1992 edition.
 - F. Vallejo Sanitation and Flood Control District's Standard Specifications - Vallejo Sanitation and Flood Control District's Standard Specification, dated January 2005 editions.
- (2) Proposal Requirements and Conditions
 - A. General - The bidder's attention is directed to the provisions of Section 2 of the Standard Specifications, as supplemented herein, for the requirements and conditions which he/she must observe in the preparation of the proposal form and the submission of the bid.
 - B. Proposal Forms - The proposal forms are bound in these Specifications which may be obtained from the office of the Utilities/Public Works Director, 4th Floor, City Hall, Vallejo, California, as advertised in the 'Notice to Contractors'.
 - C. Disqualification of Bidders - In addition to the other requirements the bidder must declare in the proposal that he/she has not accepted any bid from any Subcontractor or vendor through any bid depository, the By-Laws, Rules and Regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or vendor 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.
 - D. Competency of Bidders - Upon demand within these Specifications, the bidder shall submit evidence to the City as to their ability, financial responsibility and experience in order to be eligible for consideration of their proposal.

(3) Award and Execution of Contract, and Insurance Requirements

A. General - The bidder's attention is directed to the provisions of Section 3 of the Specifications, as supplemented herein, for the requirements of the Contract.

B. 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 Section B.3.C, "Indemnification," and Section B.3.D, "Insurance," of this Section.

C. 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:

1. 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;
2. 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;
3. Alleged infringement of any patent rights which may be brought arising out of Contractor's work;
4. 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;
5. Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;
6. Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
7. 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.

D. 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.

<u>Coverage</u>	<u>Requirements</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 General Aggregate [for bodily injury, personal injury, property damage, including blanket contractual liability] \$2,000,000 Completed Operations Aggregate
Automobile Liability	\$1,000,000 per occurrence, including owned, non-owned and hired vehicles
Umbrella/ Excess liability	\$4,000,000; for bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages above, including commercial general liability and employer's liability, to include the following terms and conditions: -a drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason; - "Pay on Behalf of Insured" wording (NOT reimbursement) -Concurrency of effective dates with primary policies and -Policies shall follow form to the underlying primary policies
Workers Compensation (Statutory)	\$1,000,000 and Employers Liability insurance: 1,000,000
Pollution Liability Insurance	(If contract involves the removal, transportation or cleanup of hazardous material; or if there is a reasonable probability that contaminants already exist on site, "pollution legal liability insurance" in the amount of \$1,000,000 per claim and in the aggregate
Additional Insured Endorsement (General & Auto)	The City must be named an additional insured on the standard industry form (known as an ACORD form) and on an endorsement form using the following language:

“The City of Vallejo, its officers, agents and employees are included as additional insured on all policies except Workers’ Compensation.”

Endorsement must state that coverage is primary insurance. Insurance must cover on an occurrence basis, not on a claims-made basis.

Builders Risk Insurance	Upon commencement of construction, contractor to obtain and maintain builders risk insurance as specified below.
Completed operations coverage	\$2,000,000; which shall extend a minimum of three years beyond project completion.
Cancellation or Non-Renewal	Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.
Insurers Affording Coverage	Include Insurer’s NAIC numbers on ACORD form

2. 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.

3. 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.

4. 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.

5. Acceptability of Insurers

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

6. 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.

7. 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.

8. 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.

9. 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.

E. Beginning of Work, Time of Completion and Liquidated Damages - Time is of the essence on this contract. The Contractor shall show evidence that all necessary materials have been ordered within TEN (10) working days from the date the Notice to Proceed is issued by the City Engineer.

The Contractor shall begin work January 1, 2014 first after the Public Works Director has signed the Notice to Proceed, and shall diligently prosecute the same to completion on June 30, 2014.

(4) Scope of the Work

A. General - Attention is directed to the provisions of Section 4 of the Standard Specifications, as supplemented herein, for the requirements and conditions concerning the scope of the work.

B. Increased and Decreased Quantities - All items of work will be paid for at the respective prices negotiated for such work done and accepted by the City.

C. Hours of Work -Regular working hours are 7:00 a.m. to 5:00 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.

- (5) Control of the Work - Attention is directed to the provisions of Section 5 of the Standard Specifications for the requirements and conditions concerning control of the work.
- (6) Control of Materials - Attention is directed to the provisions of Section 6 of the Standard Specifications for the requirements and conditions concerning the control of materials.
- (7) Legal Relations and Responsibilities
 - A. General - Attention is directed to the provisions of Section 7 of the Standard Specifications, as supplemented herein, for the requirements and conditions concerning legal relations and responsibility.
 - B. Hours of Labor - The Contractor shall forfeit, as a penalty, to the City, \$25.00 for each work person employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such work person 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 provisions of the Labor Code of the State of California, Section 1810 to Section 1815.
 - C. Public Convenience and Safety - 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 approval by the Engineer at the preconstruction meeting.

The Contractor shall designate in writing the name, address and telephone number of the employee to contact after working hours for the proper maintenance of barriers and signs. Attention is directed to Section 5-1.06 of the Standard Specifications which provides that the Contractor shall similarly designate in writing the Superintendent of the Work.

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.

- D. Confined Space Entry – Contractor shall comply with the City’s Confined Space Entry program. The City will provide the required additional manpower and equipment for the required entry.
- E. Damage to Private Property - 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 on 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.

(8) Measurement and Payments

- A. General - Attention is directed to the provisions of Section 9 of the Standard Specifications, as supplemented herein, for the requirements and conditions concerning measurements and payment.
- B. Claims Against the Contractor - The City may withhold from any INVOICE due the Contractor, a sum sufficient to protect the City from loss on account of
 - (1) Claims filed or reasonable evidence indicating probable filing of claims;
 - (2) Defective work not remedied; (3) Failure of Contractor to make payments properly to Subcontractors or for material or labor;
 - (4) A reasonable doubt that the contract can be completed for the balance then unpaid; (5) Damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment; or (6) Any other reason specified in the contract as grounds for withholding such payments.
- C. Contractor Claims Against the City - Effective January 1, 1991, the California Legislature has enacted a requirement that all contract claims of \$375,000.00 or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.8, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement.
- D. Measurement of Labor – Actual man-hours worked
- E. Measurement of Equipment Rates - will be billed at actual time used (measured to the nearest quarter hour), and no standby time will be allowed.
- F. Monthly Payments - The City will make monthly payments to the Contractor for labor completed for the previous month, within 30 (thirty) days after receipt and approval of the invoice. The monthly payment invoice shall include daily Work Reports itemizing the work performed. If the labor performed does not meet these Specifications and is seemed unsatisfactory, the contractor's invoice will be held by the City. No further payments will be authorized until the work is brought into compliance and corrected. If two consecutive monthly invoices are withheld and a fifty dollar re-inspection fee has been deducted because the Engineer deems the work un-satisfactory, the City may implement default procedures outlined in these Specifications.

- G. Default Procedure – Diligent Prosecution of Work, termination of Contract for Failure to Prosecute Work Diligently – As a material part of part this The contractor shall diligently prosecute and complete all described items of work specified herein. In the event the City determines that the work is not being performed with diligence in accordance with these Specifications the City shall inform the Contractor in writing of specific deficiency. In the event the Contractor does not complete the deficient work by the assigned date and evidence of non-compliance within the written Contract exist, the Contract shall be recommended to the Public Works Director for immediate termination of the Contract, or if there is compliance but thereafter, the work in the future is again not prosecuted diligently, the City will immediately take the above written steps to terminate the Contract for cause.
- H. Travel and Subsistence Payments - In accordance with the provisions of Section 1773.8 of the Labor Code of the State of California, the successful bidder will be required to pay each workman travel and subsistence payments needed to execute this project, as such, the travel and subsistence payments are defined in the applicable collective bargaining agreements and filed in accordance with Section 1773.8 of the Labor Code of the State of California. Full compensation for conforming to the requirement of this section shall be considered as included in the prices paid for the hourly manhour and no additional compensation will be allowed. All work originates in the City of Vallejo. The City will not pay for travel or transportation associated with this Maintenance Coating Service Contract.
- I. Contract Term: The term of this contract is from July 1, 2013 to June 30, 2014, inclusive where the contractor is placed on an “**As-Needed basis**” to provide Maintenance Coating assistance to the City up to the amount budgeted annually. In addition, this contract provides the possibility of four additional one (1) year contract extensions with the final contract expiration date being June 30, 2018.
- J. Extension of These Contract Specifications - The contractor shall commence work July 1, 2013 for these Specifications. THIS CONTRACT **MAY BE** annually **EXTENDED** for a maximum of four (4) years, the City of Vallejo has the sole discretion to evaluate the contractor’s performance for the purpose of extending these contractual specifications. An annual contract unit price increase is allowed, the percentage shall be based on the April Edition of *Engineering News and Record’s* Annual Construction Cost Index for San Francisco Bay Area. This final day the Contract is authorized for is June 30, 2018.
- (9) Prosecution and Progress
Attention is directed to the provisions of the Standard Specifications for the requirements and conditions concerning the prosecution and progress of the work and the assignment of the contract.

10) Permits and Code

- A. The City will waive any required permit fees for this project. Any other aspects of this "Permits and Code" section still apply. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the City of Vallejo. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City Engineer of the City of Vallejo. Where requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances and codes, the City of Vallejo will adjust the contract by Change Order to conform to such ordinances and codes (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the contract price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility variance with any applicable ordinance or Code including any written waivers (not with-standing the fact that such installation is within compliance with the Drawings and Technical Specifications) the Contractor shall remove such work without cost to the City and a Extra Work Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall comply with applicable laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the project area and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this contract.

(11) Apprenticeship Requirements

California Labor Section 1777.5 requires in the employment of apprentices in public works contracts:

- 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:
1. An estimate of the journeyman hours;
 2. The number of apprentices to be employed; and
 3. 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 ratio under any one of the following:

1. Unemployment exceeds an average of 15% in the area for the previous 3-month period;
 2. The number of apprentices in training in such area exceeds a ratio of 1:5;
 3. The apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either locally or statewide;
 4. 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).

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.

- F. 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.

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

(12) Subcontracting

Attention is directed to the provisions in Section 8-1.01, "Subcontracting" of the Standard Specifications and these Special Provisions.

In accordance with the requirements of Sections 4100 and 4113, inclusive, of the Government Code, each bidder shall list in his proposal all the names and business address of each subcontractor to whom the bidder proposes to subcontract work and shall list each subcontractor licensed by the State of California. Said list shall include a description of the portion of the work which will be done by each subcontractor.

A sheet for listing the subcontractors, as required, is included in the proposal.

(13) Permits and Licenses

Attention is directed to Section 7-1.04, "Permits and Licenses" of the Standard Specifications and these Special Provisions.

The Environmental Quality Act of 1970 (Chap. 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, 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 said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the Department has obtained permits, licenses or other authorizations, applicable to the work, in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

(14) Statistical Testing

Moving average requirements are waived.

(15) Highway Construction Equipment

Attention is directed to CalTrans Sections 7-1.011, "Vehicle Code" and 7-1.02, "Weight Limitations" of those Standard Specifications and these Special Provisions.

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 California Vehicle Code (CVC). Attention is directed to the statements in CVC 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 safe operation of his/her equipment and the protection of the public from injury and damage from such equipment.

(16) Equipment Rental Rates

The requirements concerning equipment rental rates in Section 9-1.03A(3), "Equipment Rental" and Section 9-1.03A(3b), "Equipment Not on the Work", of the Standard Specifications are modified as follows:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Public Works, Division of Highway's publication entitled, "Equipment Rental Rates and General Prevailing Wage Rates", latest edition.

Section 9-1.03A(3b), "Equipment Not on the Work" of the Standard Specifications is amended by adding the following:

(17) 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 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 D.B.A. and between the hours of 7:00 a.m. and 9:00 p.m. shall not exceed 80 D.B.A. 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.

(18) Hazardous Waste in Excavation

If the Contractor encounters material in excavation which the contractor has reason to believe may be hazardous waste as defined by Section 25117 of

the California 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, the Contractor shall be granted an extension of time as provided in Section 8-1.07, - "Liquidated Damages", of the Standard Specifications.

If such suspension delays the current controlling operation by more than 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 Standard Specifications.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

(19) Referenced Specifications

The references to Federal specifications and other specifications for the various materials to be furnished by the Contractor shall include, in addition to the basic specifications referred to, all applicable amendments to the specifications and all emergency alternate specifications which have been promulgated and are in effect on the date bids are received. When more than one reference specification is referred to for a material, the material used shall be the one of the highest grade or standard.

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 - Contractor Equipment rented by the City 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. Any Equipment rented from a vendor will be paid for as invoiced by the Rental Vendor.

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS

TO: California Department of Industrial Relations

Division of Apprenticeship Standards

P.O. Box 603
San Francisco, CA 94101

FROM: City of Vallejo
Public Works Department
P.O. Box 3068
Vallejo, CA 94590

833690000

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SEC. 1777.5 HAS BEEN AWARDED TO:

Name of General Contractor:		Contractor's License Number:	
Mailing Address:		City:	
		ZIP code:	Telephone Number: ()
Address or Location of Work Site (include City and/or County):			
Contract or Project Number:		Dollar Amount of Contract Award:	
Starting Date (Estimated or Actual) Month / Day / Year	Completion Date (Estimated or Actual) Month / Day / Year	Number of Working Days:	
Type of Construction (Highway, school, hospital, etc):		<input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> 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? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Is Language included in the Contract Award to effectuate the provisions of Section 1776 as required by the Labor Code? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Signature:		Title:	Date:
Printed or Typed Name:		Telephone Number: ()	

Duplication of this form is permissible

DAS 13 (RV. 7/85)

STATE OF CALIFORNIA
Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Chuck Cake, Acting Director
CALIF. DIVISION OF APPRENTICESHIP STANDARDS
Henry P. Nunn III, Chief
455 Golden Gate Avenue; 8th Floor
San Francisco, CA 94102
(415) 703-1128
(415) 703-5427 (fax)

<u>DISTRICT OFFICES</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
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Los Angeles	320 West 4 th Street, Suite 830 Los Angeles, CA 90013 Stephanie Foster, Senior Consultant E-mail: safoster@dir.ca.gov	213/576-7750
Sacramento	2424 Arden Way, Suite 160 Sacramento, CA 95825 Don Merrill, Senior Consultant E-mail: dmerrill@dir.ca.gov	916/263-2877
San Diego	7575 Metropolitan Drive, Suite 209 San Diego, CA 92108 Richard Robles, Senior Consultant Email: rrobles@dir.ca.gov	619/767-2045
San Francisco	455 Golden Gate Ave, 10 th Floor San Francisco, CA 94102 Esther Gamberutti, Senior Consultant Email: egamberutti@dir.ca.gov	415/703-1128
San Jose	100 Paseo de San Antonio, room 125 San Jose, CA 95113 Esther Gamberutti, Senior Consultant Email: egamberutti@dir.ca.gov	408/277-1273

SECTION D

SPECIFICATIONS FOR MAINTENANCE COATING

1. GENERAL

A. SCOPE OF WORK

The work to be done is to provide labor and equipment necessary to prepare existing/new surfaces and to coat or re-coat said surfaces with City furnished industrial coating to it on an as needed basis and directed by the engineer. The said surfaces are on water related appurtenances that are either located indoor or outdoor and they includes but not limited to: bare concrete floors or walls, epoxy coated piping, metal surface, wood surface. The water related appurtenances includes but not limited to: mechanical piping, pumps, motors, switchgear cabinets, walls, floorings. All work to be done shall be performed in accordance to the Standard Specification of the State of California, City of Vallejo Standard Specifications, these specifications and as directed by the Engineer.

The required maintenance coating may include but not limited to Fusion-Bonded Epoxy; High-Build Polyamide Epoxy; Acrylic Aliphatic Urethanes, Industrial Enamel and Latex.

B. CONTRACTOR'S RESPONSIBILITIES

The contractor's responsibility including but not limited to:

1. Contractor must have a current certification from the Society for Protective Coatings for SSPC-QP1 (Field Application of Coatings Complex Structures) and SSPC-QP2 (Industrial Hazardous Paint Removal).
2. All painters must be able to pass a security check.
3. Contractor must have a confine space entry program in place
4. All painters must be trained and certified for confine space entry. Certification must be current.
5. Contractor is responsible for providing and maintaining their hand tools. The hand tools shall include but not limited to: roller, brushes, ladders, scrapers, etc.

C. ENVIRONMENTAL REQUIREMENTS AND RESTRICTIONS

1. All area and surfaces to be painted are for potable water facilities, therefore the surfaces may be subject to NSF restrictions.
2. Contractor is to conform to the environmental (temperature, humidity, etc) requirements and restrictions in accordance to the manufacturer's

3. recommendation, SSPC, the Standard Specification and the industry standards.

D. REFERENCES

1. SSPC Vol 1, Steel Structures Painting Manual, Volume 1, Good Painting Practice.
2. SSPC Vol 2, Steel Structures Painting Manual, Volume 2, Systems and Specifications.
 - a. SSPC-SP 5 White Metal Blast Cleaning
 - b. SSPC-SP10 Near-White Blast Cleaning
 - c. SSPC-PA 1 Shop, Field & Maintenance Painting

2. SURFACE PREPARATIONS

- A. All surfaces shall be free of contamination, oil, loose coating and rust. Where existing coating has been removed or patching (filling) has been performed, feather edges and prime coat it.
- B. Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items and not-to-be-finish painted, or primed surface-applied protection. Reinstalled removed items upon completion of work in each area.
- C. Contractor to examine the surfaces to be coated and use the following preparation process to create a coating profile on the required surface:
 1. ACIDETCH Acid Etch - Acid etching, as described in ASTM D 4260 and NACE Standard RP0892, may be used to remove some surface contaminants, laitance, and weak concrete and to provide a surface profile on concrete floors. This method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Acid etching is not recommended for vertical surfaces and areas where curing compounds or sealers have been used.
 2. ALUM Aluminum - lightly dust blast or powertool abrade the exterior of the aluminum.
 3. BLASTING (abrasive blast) - There are four blasting standards for ferrous metals.
 - a. White Metal Blasting (SSPC-SP5) or (NACE #1) The removal of all visible rust, mill scale, paint, and contaminants, leaving the metal uniformly white or gray in appearance.
 - b. Near White Blast (SSPC-SP10) or (NACE #2) In this method all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint, or other foreign matter have been completely removed from the surface by abrasive blasting, except for very light shadows, very slight streaks or slight discolorations caused by rust stain, mill scale oxides or slight, tight

- c. residues of paint or coating. At least 95% of each square inch of surface areas shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.
 - d. Commercial Blast (SSPC-SP6) or (NACE #3) All oil, grease, dirt, rust scale and foreign matter are completely removed from the surface and all rust, mill scale and old paint are completely removed by abrasive blasting except for slight shadows, streaks or discolorations caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain. If the surface is pitted, slight residues of rust or paint may be found in the bottom of pits: at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light residues mentioned above.
 - d. Brush-Off Blast (SSPC-SP7) or (NACE #4) A method in which all oil, grease, dirt, rust scale, loose mill scale, loose rust, and loose paint or coatings are removed completely. Tight mill scale and tightly-adhered rust, paint and coatings are permitted to remain. However, all mill scale and rust must have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.
- 4. BRICK - Brick is a relatively porous masonry surface, made of clay or shale, that will absorb a lot of coating unless properly sealed. The brick surface must be clean and dry. No blockfiller is required.
 - 5. CONCRETE BLOCK – use an acrylic latex blockfiller.
 - 6. CONCRETE – Use the following:
 - a. ASTM D4258-Practice for Surface Cleaning Concrete for Coating.
 - b. ASTM D4259-Practice for Abrading Concrete
 - c. ASTM D4260-Practice for Acid Etching Concrete
 - d. ASTM D4262-Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces
 - e. ASTM D4263-Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
 - 7. COPPER (Copper, brass or bronze) - Remove contaminants with a combination of water, detergent, and solvents (same as for aluminum). Allow the metal to dry, then power or hand abrade to remove oxides. Conventional oil and alkyd base primers or finishes may be used.
 - 8. DRYWALL - Gypsum wallboard and plaster should be properly finished and any patching or taping material sanded smooth prior to painting. All surface dust should be removed to enhance adhesion.
 - 9. DUST BLAST - Dust blasting is defined as a cleaning of the surface through the use of very fine abrasive. Such an abrasive can be very fine siliceous or mineral abrasives, 80 to 100 mesh.

10. FIBERGLASS - Fiberglass reinforced plastic (FRP) should be mechanically abraded prior to painting in order to achieve optimum adhesion. This can be accomplished by sweep blasting or sanding. After abrading the surface, residual powder should be removed via high pressure air or by damp cloth.
11. GALVANIZED METAL - Remove contaminants with a combination of water, detergent, and solvents. CAUTION: Be sure the manufacturer of the galvanized metal has used a paintable "white-rust" preventative. Conventional coatings containing oil or alkyd resins must not be used. Specify only special primers made for use on galvanized metal. In severe environments, or in areas of high humidity or continuous condensation, brush blasting is recommended to assure maximum system adhesion and performance.
12. HAND/POWER Hand and Powertool Cleaning - According to SSPC specifications, hand tool cleaning (SSPC 2) is a method of preparing metal surfaces for painting by removing loose mill scale, loose rust and loose paint by hand brushing, hand sanding, hand scraping or hand chipping with wire brushes, scrapers, chisels and sandpaper. Power tool cleaning (SSPC 3) cleans to the same level of cleanliness but uses power wire brushes, power impact tools, power grinders or power sanders. On non-metallic, previously painted substrates, hand and power tool cleaning can be used to remove loose paint and other loose contaminants.
13. SHOTBLAST - Mechanical Surface Preparation Methods Centrifugal shot blasting and abrasive blasting, as described in ASTM D 4259, may be used to remove contaminants, laitance, and weak concrete, to expose surface voids, and to produce a sound concrete surface with adequate profile and surface porosity.
14. SOLVENT (Solvent and/or Water Wash) - Solvent cleaning is a method for removing all visible oil, grease, soil and other soluble contaminants. It is intended that solvent cleaning be used prior to the application of paint and in conjunction with surface preparation methods specified for the removal of rust, mill scale, or paint. Contaminants can be removed by wiping with rags or brushes wetted with solvent or water and detergent. The final wiping should use clean solvent or fresh water. Steam cleaning, using detergents may also be used.
15. WATERCLEAN (Cleaning with High Pressure Water) - High and Ultra-High Pressure Water Jet Cleaning (SSPC-SP12), or (NACE #5) As part of the surface preparation, deposits of oil, grease, and foreign matter may be removed by pressurized water. Ultra High Pressure Water Cleaning on metal will clean down to the original surface profile by removing all contaminants, paint and rust. On masonry substrates, the pressure must be kept low enough so as to avoid the formation of bugholes. The difference in degrees of surface cleanliness is defined by the amount of pressure as follows. Low Pressure Water Cleaning (LP WC): up to 5,000 psi High Pressure Water Cleaning (HP WC): 5,000 - 10,000 psi High Pressure Water

Jetting (HP WJ): 10,000 - 25,000 psi Ultra-High Pressure Water Jetting (UHP WJ):
Above 25,000 psi

16. WOOD - Wood must be clean, dry and free of dust, grease, sap, oil, mildew or any other contaminants that may affect adhesion.

3. APPLICATION

A. General

1. Protect prefinished surfaces, lawns, shrubbery and adjacent surfaces against paint and damage.
2. Furnish sufficient drop cloths, shields and protective equipment to prevent spray or splatter from fouling surfaces not being painted.
3. Protect surfaces, equipment and fixtures from damage resulting from use of fixed, movable and hanging scaffolding, planking and staging.
4. Provide WET PAINT signs, barricades and other devices required to protect newly finished surfaces.

- B. After Contractor creates the profile on the surface to be coated and he/she will apply an appropriate primer as recommended by the finish coat manufacturer, the SSPC and as directed by the Engineer.

- C. Apply coatings in accordance with the manufacturer's recommendation. Use applicators and techniques best suited for the material and surfaces to which applied.

1. Apply additional coats when undercoats, stains or other conditions show through final coat, until coat film is of uniform finish, color and appearance.
2. Provide a total dry film thickness of not less than 1.2 mils for each require coat.
3. Sand lightly and dust clean between succeeding coat.

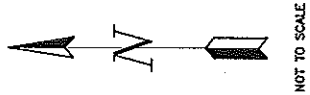
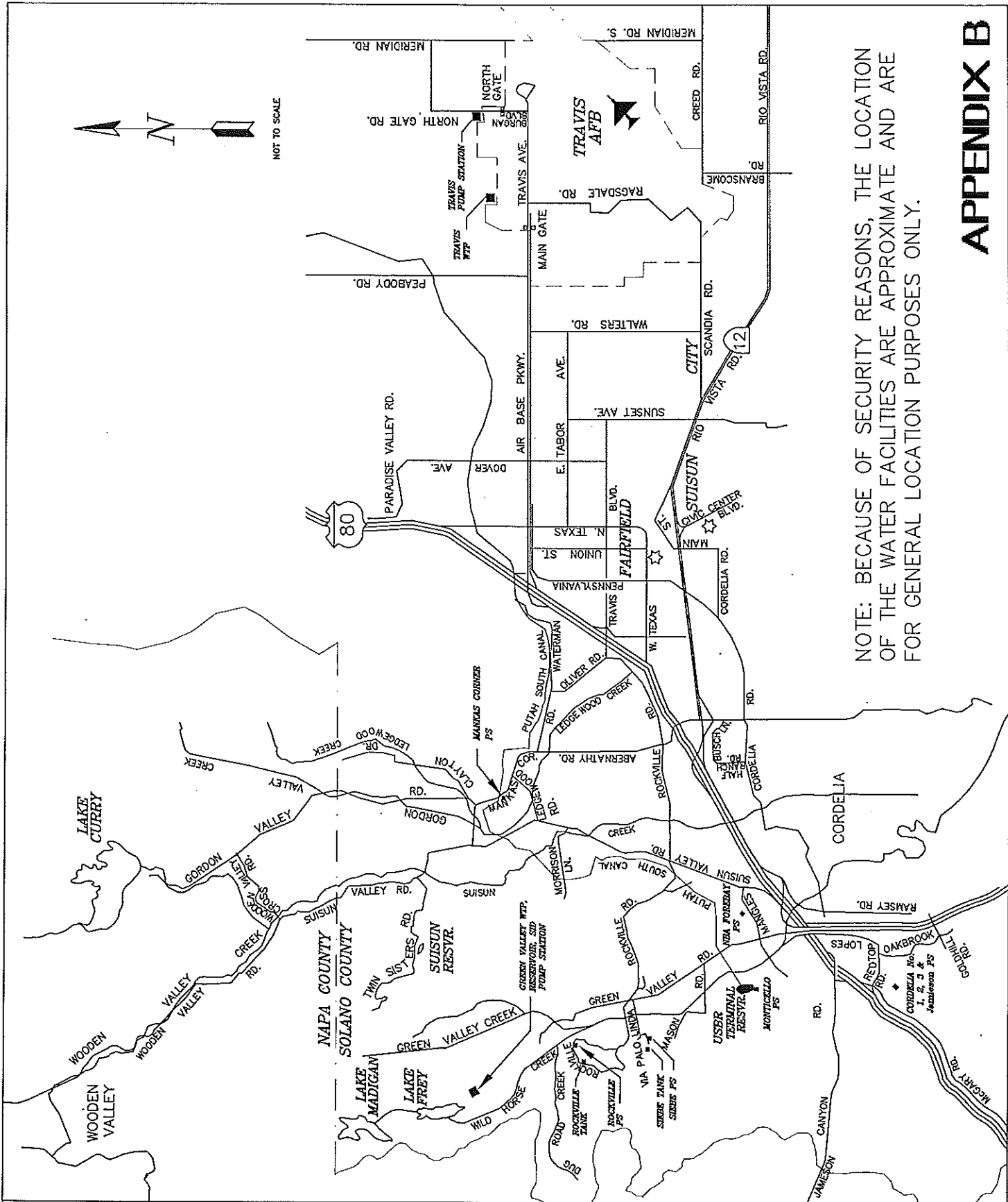
D. CLEANING TOUCH-UP AND REFINISHING

1. Carefully remove all splatterings, spots and blemishes caused by this project.
2. Upon completion of painting work, remove all rubbish, paint cans and accumulated materials resulting from work.
3. Runs, sags, misses, holidays, stains and other defects in the coated surfaces, including inadequate coverage and mil thickness shall be satisfactorily touched up, refinished or repainted as necessary.

- END OF SECTION -

OFFICIAL CITY HOLIDAYS

HOLIDAY	DATE
4 th OF JULY	JULY 4 th
LABOR DAY	The 1 st Monday of September
COLUMBUS DAY	The Monday nearest to October 12 th
VETERAN'S DAY	NOVEMBER 11 th
THANKSGIVING DAY	The 4 th Thursday of November
FRIDAY AFTER THANKSGIVING	The 4 th Friday of November
CHRISTMAS DAY	DECEMBER 25 th
NEW YEAR'S DAY	JANUARY 1 st
MARTIN LUTHER KING, JR.	The Monday nearest to January 17 th
PRESIDENT'S DAY	The Monday nearest to February 22 nd
MEMORIAL DAY	The last Monday of May



NOTE: BECAUSE OF SECURITY REASONS, THE LOCATION OF THE WATER FACILITIES ARE APPROXIMATE AND ARE FOR GENERAL LOCATION PURPOSES ONLY.

APPENDIX B

CITY OF VALLEJO

UTILITIES DEPARTMENT
WATER DIVISION

DWG. NO. _____
DRAWN BY PTW
DATE 11/14/03
CHECKED _____

SHEET 1 OF 1
FILE NO. _____
REF. _____
SCALE _____

TRAVIS AFB WATER SYSTEM
LAKES WATER SYSTEM
FACILITIES LOCATION MAP

APPROVED: _____ ON _____ DATE _____
UTILITIES DIRECTOR