CONTRACT DOCUMENTS
FOR
Reservoir Painting and Recoating
CIP Project No. 562-56398

Bid Opening:

Tuesday, October 30, 2018 at 2:00 p.m.

Location of Bid Submittal: City Clerk
Brentwood City Hall
Third Floor
150 City Park Way
Brentwood, CA 94513

Approved by: Miki Tsubota
Director of Public Works

Signature 10/2/18
CITY OF BRENTWOOD
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

CONTRACT DOCUMENTS FOR THE
CONSTRUCTION OF

Reservoir Painting and Recoating

CIP Project No. 562-56398

Prepared Under the Supervision of:

City of Brentwood
John Samuelson, P.E.
License # C67734
Expires 6/30/19

Stamp Seal
Signature 10/2/18
Date
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NOTICE INVITING BIDS

1. Bid Submission. The City of Brentwood ("City"), will accept sealed bids for its Reservoir Painting and Recoating, CIP Project No. 562-56398 ("Project"), by or before Tuesday, October 30, 2018 at 2:00 p.m., at its City Clerk’s office, located at Brentwood City Hall, Third Floor, 150 City Park Way, Brentwood, California 94513. The bids will be publicly opened and read aloud in the First Floor Vista Conference Room at Brentwood City Hall, 150 City Park Way, Brentwood, CA 94513.

2. Project Information.

2.1 Location and Description. The Project is located at Presidio Dr. & Capilano Dr. 2767 St. Andrews, and is described as follows: Coat and repair the City’s steel water storage tanks. Work includes, but is not limited to; furnish and apply protective coatings and paints to interior and exterior surfaces, disinfection of interior surfaces, if necessary, repair and replace damaged rafters and floors and supply and install specified safety, sanitary and structural upgrades. Specific details are outlined in Appendix A - Scope of Services attached to the Bid Document.

2.2 Time for Completion. The planned timeframe for completion of this Project is: June 30, 2022.

2.3 Engineer’s Estimate. The City Engineer’s estimate for the cost of construction cost is: $1,900,000.

3. License and Registration Requirements.

3.1 License. This Project requires a valid California contractor’s license for the following classification(s): Class "A" or Class "C-33" Painting and Decorating License(s).

- All work pertaining to the installation of protective coatings shall be performed by a Contractor possessing a “C-33” License.
- Contractor shall have experience with the application of 100% solid plural component epoxy coating systems.
- An attestation referencing this experience will be required from the material manufacturer approved for use.
- Contractor or coating subcontractor must possess QP1 and QP2 certification.
- Contractor shall have a California based production center responsible for all field operations.
- Contractor shall possess full-time staff employees possessing the following qualifications and available for direct project involvement: NACE CIP, QP1 and QP2 certification and Lead Competent Person Training.
- Contractor has ISO 9001 certification and in-house capabilities to provide and/or construct welded tank appurtenances including but not limited to welded plates, vents, overflows, man-ways, handrail, roof hatches and level indicators.

3.2 DIR Registration. City may not accept a Bid Proposal from or enter into a contract with a bidder without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** Bidders must request and obtain an electronic copy of the Contract Documents directly from the City of Brentwood (at no charge) by completing and submitting the “Document Request Form” located on the City’s website at https://www.brentwoodca.gov/gov/pw/cip/pw_projects_out_to_bid.asp. The City may reject a bid submitted by a bidder that did not obtain the Contract Documents from the City as required.

5. **Bid Proposal and Security.**

5.1 **Bid Proposal Form.** Each Bid must be submitted using the Bid Proposal form provided with the Contract Documents.

5.2 **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s or certified check made payable to the City of Brentwood, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that upon award of the bid, the bidder will execute the Contract and submit payment and performance bonds and insurance certificates as required by the Contract Documents within ten days after issuance of the Notice of Award.

6. **Prevailing Wage Requirements.**

6.1 **General.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

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

6.3 **Compliance.** This Contract is subject to compliance monitoring and enforcement by the DIR, under Labor Code Section 1771.4.

7. **Performance and Payment Bonds.** The successful bidder will be required to provide performance and payment bonds for 100% of the Contract Price.

8. **Substitution of Securities.** Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code Section 22300.

9. **Subcontractor List.** Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, and California contractor license number, DIR registration number, and percentage of the Work to be performed (based on the Base Bid) for each Subcontractor who will perform work or service or fabricate or install work for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents. No more than 70% of the Work may be performed by Subcontractors.
10. **Instructions to Bidders.** Additional information is provided in the *Instructions to Bidders*, which should be carefully reviewed before submitting a *Bid Proposal*.

11. **Mandatory Bidders' Site Visit.** A bidders' site visit will be held on October 16, 2018 at 2:00 p.m., at the following location: 2767 St. Andrews Drive, Brentwood to acquaint all prospective bidders with the Contract Documents and the Worksite. The bidders' conference is mandatory.

12. **Specific Brands.** Pursuant to Public Contract Code Section 3400(c) the City has found that the following specific brands are required for the following particular material(s), product(s), thing(s), or service(s), and no substitutions will be considered or accepted:

<table>
<thead>
<tr>
<th>Item</th>
<th>Required brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Coating (above water line)</td>
<td>Sherwin Williams 646PW</td>
</tr>
<tr>
<td>Interior Coating (below water line)</td>
<td>Sherwin Williams Sherplate PW</td>
</tr>
<tr>
<td>Exterior Coating (base coat)</td>
<td>Sherwin Williams 646</td>
</tr>
<tr>
<td>Exterior Coating (final coat)</td>
<td>Sherwin Williams Hi-Solids Polyurethane</td>
</tr>
</tbody>
</table>

By: ____________________________
Margaret Wimberly MMC, City Clerk

Date: 10/2/18
INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of Brentwood (“City”) for its Reservoir Painting and Recoating (“Project”) must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

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

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

Bid Proposal
Reservoir Painting and Recoating
CIP Project No. 562-56398
Bid Date: _______________
City of Brentwood
150 City Park Way
Brentwood, California 94513
Attn: City Clerk

The envelope must also be clearly labeled as follows with the bidder’s name, address, and its registration number as required by the California Department of Industrial Relations (“DIR”) for public works contracts:

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

Please note: If the City is unable to confirm that the bidder’s DIR registration is current, the City may disqualify the bidder and return its bid unopened. (Labor Code section 1725.5.)


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

3. **Requests for Information.** Questions regarding the Project, the bid procedures or any of the Contract Documents must be submitted in writing using the *Bidder’s Request for Information* form provided, at least five working days before the date specified for submission of Bids, to: John Samuelson at engineering@brentwoodca.gov.

4. **Addenda.** Any addenda issued prior to the bid opening will constitute part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, City reserves the right to issue addenda prior to bid time.

5. **Brand Designations and “Or Equal” Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words “or equal,“ is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an “equal” item must be submitted with the written request for substitution. All data substantiating the proposed substitute as an “equal item” must be submitted with the written request for substitution. The City Engineer has the sole discretion to determine whether a proposed substitute is an “equal” item, and the City Engineer’s decision is final. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c). Any request for substitution must be submitted to the City Engineer at least five Working Days before the opening of bids so that all interested bidders may be notified of any approved alternative.

6. **Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders, and may also submit a Bid Proposal as a prime contractor.

7. **Bid Proposal Form and Enclosures.**

   7.1 **Bid Proposal Form.** Each Bid Proposal must be completed in ink using the Bid Proposal form included in the Contract Documents. The Bid Proposal form should be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder’s authorized representative. A Bid Proposal submitted with exceptions or terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive.

   7.2 **Enclosures.** Each Bid Proposal must be accompanied by bid security, as set forth in Section 9 below, and by the completed Bid Schedule, Subcontractor List, Non-Collusion Declaration, and any other required enclosures, using the forms included in the Contract Documents.

   7.3 **Bidder’s Questionnaire.** After the bids have been opened, the City may request a completed, signed Bidder’s Questionnaire from one or more of the apparent low bidders. The Bidder’s Questionnaire must be submitted within 48 hours of the City’s request, using the form provided by City. If a bidder fails to fully comply with this requirement following the City’s request, its Bid Proposal may be rejected as
nonresponsive. A bidder who submits a Bidder’s Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsive.

8. **Signature Requirements.** Each Bid Proposal must be signed by the bidder’s authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal, under California Corporation Code section 313. Alternatively, the Bid Proposal may attach a resolution of the corporation, certified by the secretary or assistant secretary under corporate seal, empowering the officer(s) signing the Bid Proposal to bind the corporation. A Bid Proposal submitted by a limited liability company must be signed with the legal name of the company followed by the signature or signatures required by the company’s Articles of Organization.

9. **Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier’s check, a certified check, or a bid bond, using the form included in the Contract Documents, executed by a surety licensed to do business in the State of California, made payable to the City of Brentwood. The bid security must guarantee that upon award of the bid, the bidder will execute and submit the Contract on the form included in the Contract Documents, will submit payment and performance bonds for 100% of the maximum Contract Price, and will submit the insurance certificates and endorsements as required by the Contract Documents within ten days after issuance of the Notice of Award.

10. **Withdrawal of Bid Proposals.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 et seq.

11. **Bid Protest.** Any bid protest must be in writing and received by City Clerk’s Office at 150 City Park Way, Brentwood, CA 94513 before 5:00 p.m. no later than two Working Days following bid opening (“Bid Protest Deadline”) and must comply with the following requirements:

   11.1 **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City’s reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 11, a “Working Day” means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code section 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours.

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

11.3 Copy to Protested Bidder. Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.

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

11.5 Copy to Protesting Bidder. Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

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

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

12. Rejection of Bids; Award of Contract. City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, the right to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, within 90 calendar days after opening of bids or as otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any specific date given for planned commencement of the Project, if any, in Section 2.2 of the Notice Inviting Bids represents the City’s expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned commencement date, and reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work.

13. Bonds. The successful bidder is required to submit payment and performance bonds as specified in the Contract Documents using the bond forms included in the Contract
Documents, within ten days following City's issuance of the Notice of Award. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.

14. **License(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business license within ten (10) days following City's issuance of the Notice of Award. Each Subcontractor must also obtain a City business license before performing any Work.

15. **Ineligible Subcontractor.** Any subcontractor who is ineligible to perform work on a public works project under Labor Code Sections 1777.1 or 1777.7 is prohibited from performing Work on this Project.

16. **DIR Registration.** City will not accept a Bid Proposal from or enter into a contract with a bidder without proof that the bidder and its subcontractors are registered with the DIR to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

17. **Bid Schedule.** Each bidder must fully complete the Bid Schedule form accompanying the Bid Proposal form with unit prices as indicated, and must submit the completed Bid Schedule with its Bid Proposal.

17.1 **Incorrect Totals.** In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 et seq.

17.2 **Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased.

18. **Post-Award Requests for Information.** After the Contract is awarded, the Contractor must submit written requests for information to:

Eric Brennan, Project Manager  
City of Brentwood  
Phone: (925) 516-6000  
2201 Elkins Way  
Brentwood, CA 94513  
ebrennan@brentwoodca.gov
BIDDER’S REQUEST FOR INFORMATION FORM

Reservoir Painting and Recoating
CIP Project No. 562-56398

All requests for information from bidders must be submitted in writing using this form. Fax or email the completed form to: City of Brentwood
Fax: (925) 516-5421
Email: engineering@brentwoodca.gov

COMPANY NAME: ___________________________________________________________

CONTACT: ___________________________________________________________________

COMPANY ADDRESS: ___________________________________________________________________

Question/Information Requests:

Please use the spaces below to clearly set forth each separate question or request for information, providing specific references to the subject document and provision. Attach additional sheets as necessary, continuing with sequential numbering for each request.

1. __________________________________________________________________________

2. __________________________________________________________________________

3. __________________________________________________________________________

4. __________________________________________________________________________

5. __________________________________________________________________________

6. __________________________________________________________________________
BID PROPOSAL

__________________________ (“Bidder”) hereby submits this Bid Proposal to the City of Brentwood (“City”) for its Reservoir Painting and Recoating (“Project”) in response to the Notice Inviting Bids.

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

$ __________________________. [Note: The amount entered should be identical to the amount provided as “Total Four Year Contract Amount” on the final page of the Bid Schedule.]

2. Addenda. Bidder acknowledges receipt of the following addenda:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date Received:</th>
</tr>
</thead>
<tbody>
<tr>
<td>#01</td>
<td>_____________</td>
</tr>
<tr>
<td>#02</td>
<td>_____________</td>
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<tr>
<td>#03</td>
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<td>_____________</td>
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<td>#07</td>
<td>_____________</td>
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<tr>
<td>#08</td>
<td>_____________</td>
</tr>
</tbody>
</table>

3. Bidder’s Warranties. By signing and submitting this Bid Proposal, Bidder warrants the following:

3.1 Examination of Contract Documents. Bidder has thoroughly examined the Contract Documents, and represents that, to the best of Bidder’s knowledge there are no errors, omissions, or discrepancies in the Contract Documents subject to the limitations of Public Contract Code Section 1104.

3.2 Examination of Worksite. Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

3.3 Bidder is Qualified. Bidder is fully qualified to perform the Work.

3.4 Responsibility for Bid. Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid.

3.5 Iran Contracting Act. If the Contract Price exceeds $1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

4. Award of Contract. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, that within ten days following issuance of the Notice of Award to Bidder, Bidder will do all of the following:

4.1 Execute Contract. Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
4.2 **Submit Required Bonds.** Submit to City the *Payment Bond* and the *Performance Bond*, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

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

- **A cashier’s check or certified check payable to City** and issued by __________________________ Bank in the amount of $______________.

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

This Bid Proposal is hereby submitted on _________________________, 20____:

s/_______________________________*  
Name and Title [print]  

s/_______________________________**  
Name and Title [print]  

Company Name  
Calif. License # and Classification  

Address  
Phone  

City, State, Zip  
Email  

If required by City, a notarized acknowledgment of execution by Bidder must be attached to the Bid Proposal. If a Bidder is a corporation, the Bid Proposal must be signed by one corporate officer from each of the following two groups.

**Group A.**  
Chairman,  
President, or  
Vice-President

**Group B.**  
Secretary,  
Assistant Secretary,  
CFO or Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.
This *Bid Schedule* must be completed in ink and must be included with the sealed *Bid Proposal*. The cost for each item must be inclusive of all costs, (as detailed in the “Order of Work” found in the Technical Specifications), whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Total Four Year Contract Amount” column must be identical to the Total Four Year Contract Amount entered in Section 1 of the *Bid Proposal* form. See Section 17 of the *Instructions to Bidders*.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Scope of Work</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 1</td>
<td>2018/2019 Fiscal Year Cost</td>
<td>$</td>
</tr>
<tr>
<td>Item No. 2</td>
<td>2019/2020 Fiscal Year Cost</td>
<td>$</td>
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<tr>
<td>Item No. 3</td>
<td>2020/2021 Fiscal Year Cost</td>
<td>$</td>
</tr>
<tr>
<td>Item No. 4</td>
<td>2021/2022 Fiscal Year Cost</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL FOUR YEAR CONTRACT AMOUNT**

TOTAL BASE BID: Items 1 through 4 inclusive: $  

[Note: The amount entered as the “Total Four Year Contract Amount” column must be identical to the “Total Four Year Contract Amount” entered in Section 1 of the Bid Proposal form.]

BIDDER NAME: __________________________________________________________

Reservoir Painting and Recoating  
CIP Project No. 562-56398
For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price, the bidder must list the Subcontractor's name and address for its place of business, its California contractor license number, DIR registration number, a description of the Subcontractor's work and the subcontract price, and the percentage of work to be performed by that Subcontractor. The Contractor must perform at least 30% of the Work with its own forces.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME AND ADDRESS</th>
<th>CA CONTRACTOR LICENSE NUMBER</th>
<th>DIR REG. NO.</th>
<th>DESCRIPTION OF WORK AND SUBCONTRACT PRICE</th>
<th>PERCENT OF TOTAL WORK</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

1 For street or highway construction this requirement applies to any subcontract of $10,000 or more.
NONCOLLUSION DECLARATION

Reservoir Painting and Recoating
CIP Project No. 562-56398

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the __________________________ of _________________________, the party making the foregoing bid.

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

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

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

s/________________________________________

__________________________________________
Name and Title [print]
BID BOND

________________________________________________________ (“Bidder”) has submitted a bid, dated ___________________________, 20______ (“Bid”), to the City of Brentwood (“City”) for work on the Reservoir Painting and Recoating (“Project”). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and ______________________________, its surety (“Surety”), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. General. If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with the City in accordance with the terms of the Bid.

2. Submittals. Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:

2.1 Contract. The executed Contract, using the form provided by City in the Project Contract Documents ("Contract Documents");

2.2 Payment Bond. A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

2.3 Performance Bond. A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and

2.4 Insurance. The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required under the Instructions to Bidders.

3. Enforcement. If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: __________________________________________
Address: __________________________________________
City/State/Zip: ______________________________________
Phone: ____________________________________________
Fax: ______________________________________________
Email: ____________________________________________

4. Duration; Waiver. If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 90 days following award of the Contract or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code Sections 2819 and 2845.
This Bid Bond is entered into and effective on ________________, 20_____.

SURETY:

______________________________

s/_________________________________

Name: ________________________________

Title: ________________________________

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

CONTRACTOR:

______________________________

s/_________________________________

Name: ________________________________

Title: ________________________________
After the bids have been opened, the City may request a completed, signed Bidder’s Questionnaire from one or more of the apparent low bidders. The Bidder’s Questionnaire must be submitted within 48 hours of the City’s request, using this form and attaching additional pages as required. City may use the completed Questionnaire to evaluate the Bidder’s qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any delay, errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of the Contract.

Part 1: General Information

Bidder Name: ____________________________________________ ("Bidder")

Check One: ___ Corporation
            ___ Partnership
            ___ Sole Proprietorship
            ___ Joint Venture of: _____________________________
            ___ Other: ________________________________

Contact Person: _________________________________________

Part 2: Bidder Experience

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

________________________________________________________________________

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

________________________________________________________________________

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

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

5. Provide information about Bidder’s past projects performed as general contractor as follows:
5.1 Six most recently completed public works projects within the last three years;

5.2 Three largest completed projects within the last three years; and

5.3 Any project which is similar to this Project.

6. Using separate sheets of paper attached to this Questionnaire, provide all of the following information for each project identified in response to the above three categories:

6.1 Project Name
6.2 Location
6.3 City
6.4 City Contact (name and current phone number)
6.5 Architect or Engineer Name
6.6 Architect or Engineer Contact (name and current phone number)
6.7 Construction Manager (name and current phone number)
6.8 Description of Project, Scope of Work Performed
6.9 Initial Contract Value (at time of bid award)
6.10 Final Cost of Construction (including change orders)
6.11 Original Scheduled Completion Date
6.12 Time Extensions Granted (number of days)
6.13 Actual Date of Completion
6.14 Number and amount of Stop Notices or Mechanic’s Liens filed
6.15 Amount of liquidated damages assessed against Bidder
6.16 Nature and resolution of any claim, lawsuit, and/or arbitration between Bidder and the City

Part 3: Verification

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

Signature: ____________________________ Date: __________

By [name, title]: ____________________________

For [name of Bidder]: ____________________________
This public works contract (“Contract”) is entered into by and between the City of Brentwood (“City”) and __________________________ (“Contractor”) for work on the Reservoir Painting and Recoating (“Project”).

The parties agree as follows:

1. **Award of Contract.** In response to the *Notice Inviting Bids*, Contractor has submitted a *Bid Proposal* to perform work on the Project, and on _____________, 20___, the Brentwood City Council authorized award of this Contract to Contractor for the amount set forth in Section 4. below.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:

   2.1 Notice Inviting Bids;
   2.2 Instructions for Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and required attachments;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Drawings and Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Award;
   2.12 Notice to Proceed;
   2.13 Brentwood Standard Plans and Specifications;
   2.14 Attachment A – Scope of Services.

3. **Contractor’s Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor __________________________ Dollars ($___________________) (“Contract Price”), in accordance with the payment provisions in the *General Conditions*. 
5. **Time for Completion.** Contractor will fully complete the Work for the Project per Section TS-1, C. Order of Work in the Technical Specifications. All work must be completed by June 30, 2022. By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, as specified in Section TS-1, C. Order of Work in the Technical Specifications, City will assess liquidated damages in the amount of One Thousand Five Hundred Dollars ($1,500.00) for each day of unexcused delay in completion, and the Contract Price will be reduced accordingly.

7. **Labor Code Compliance.**

   7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

   7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at [http://www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR).

   7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Under Labor Code Section 1861, by signing this *Contract*, Contractor certifies as follows: “I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract.”

9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

<table>
<thead>
<tr>
<th>City of Brentwood</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Title</td>
<td>Eric Brennan, Project Manager</td>
</tr>
<tr>
<td>Address</td>
<td>2201 Elkins Way</td>
</tr>
<tr>
<td>City/state/zip</td>
<td>Brentwood/CA 94513</td>
</tr>
<tr>
<td>Phone</td>
<td>925-516-6000</td>
</tr>
<tr>
<td>Fax</td>
<td>925-516-6001</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ebrennan@brentwoodca.gov">ebrennan@brentwoodca.gov</a></td>
</tr>
</tbody>
</table>

12. **General Provisions.**

12.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s successors and permitted assigns.

12.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

12.3 **Governing Law and Venue.** This Contract will be governed by California law and venue will be in the California Superior Court in Contra Costa County, and no other place.

12.4 **Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 **Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.

12.6 **Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code Section 313. Alternatively, the Contractor may attach a resolution of the corporation, certified by the secretary or assistant secretary under corporate seal, empowering the officer(s) signing the Contract to bind the corporation.

[Signatures are on the following page.]
The parties agree to this Contract as witnessed by the signatures below:

CONTRACTOR:

* By: __________________________
  Printed Name: ______________________
  Title: ____________________________

** By: __________________________
  Printed Name: ______________________
  Title: ____________________________

CITY OF BRENTWOOD:

By: __________________________
  Gustavo “Gus” Vina, City Manager

ATTEST:

By: __________________________
  Margaret Wimberly, MMC, City Clerk

APPROVED AS TO FORM:

By: __________________________
  Damien Brower, City Attorney

If required by City, a notarized acknowledgment of execution by Contractor must be attached. If a Contractor is a corporation, Contract must be signed by one corporate officer from each of the following two groups.

**Group A.**
Chairman,
President, or
Vice-President

**Group B.**
Secretary,
Assistant Secretary,
CFO or Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.
PAYMENT BOND

The City of Brentwood (“City”) and __________________________________________
(“Contractor”) have entered into a contract, dated ________________, 20___ (“Contract”) for
work on the Reservoir Painting and Recoating (“Project”). The Contract is incorporated by
reference into this Payment Bond (“Bond”).

1. General. Under this Bond, Contractor as principal and __________________________,
   its surety (“Surety”), are bound to City as obligee in an amount not less than
   ($_________________) (“Bond Sum”), under California Civil Code Sections 9550, et seq.

2. Surety’s Obligation. If Contractor or any of its Subcontractors fails to pay a person
   authorized in California Civil Code Section 9100 to assert a claim against a payment bond,
   any amounts due under the Unemployment Insurance Code with respect to work or labor
   performed under the Contract, or any amounts required to be deducted, withheld, and paid
   over to the Employment Development Department from the wages of employees of the
   Contractor and its Subcontractors, under California Unemployment Insurance Code
   Section 13020, with respect to the work and labor, then Surety will pay the obligation.

3. Beneficiaries. This Bond inures to the benefit of any of the persons named in California
   Civil Code Section 9100, so as to give a right of action to those persons or their assigns in
   any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond
   upon request by any person with legal rights under this Bond.

4. Duration. If Contractor promptly makes payment of all sums for all labor, materials, and
   equipment furnished for use in the performance of the Work required by the Contract, in
   conformance with the time requirements set forth in the Contract and as required by
   California law, Surety’s obligations under this Bond will be null and void. Otherwise,
   Surety’s obligations will remain in full force and effect.

5. Waivers. Surety waives any requirement to be notified of alterations to the Contract or
   extensions of time for performance of the Work under the Contract. Surety waives the
   provisions of Civil Code Sections 2819 and 2845. City waives the requirement of a new
   bond for any supplemental contract under Civil Code Section 9550. Any notice to Surety
   may be given in the manner specified in the Contract and delivered or transmitted to
   Surety as follows:

   Attn: __________________________________________
   Address: __________________________________________
   City/State/Zip: __________________________________________
   Phone: __________________________________________
   Fax: __________________________________________
   Email: __________________________________________

6. Law and Venue. This Bond will be governed by California law, and any dispute pursuant
to this Bond will be venued in the Superior Court of the County in which the Project is
located, and no other place. Surety will be responsible for City’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on __________, 20_________.

SURETY:

__________________________________________  
s/ __________________________________________

Name: ______________________________________

Title: _______________________________________  

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

__________________________________________  
s/ __________________________________________

Name: ______________________________________

Title: _______________________________________  

APPROVED BY CITY:

________ City of Brentwood

s/ __________________________________________

Name: Gustavo “Gus” Vina

Title: City Manager
PERFORMANCE BOND

The City of Brentwood ("City") and ______________________________________ ("Contractor") have entered into a contract, dated _________________, 20____ (“Contract”) for work on the Reservoir Painting and Recoating (“Project”). The Contract is incorporated by reference into this Performance Bond (“Bond”).

1. General. Under this Bond, the Contractor as Principal and ________________________, its surety (“Surety”), are bound to City as obligee for an amount not less than Dollars ($__________________) (the “Bond Sum”). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

2. Surety’s Obligations. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract. Surety’s obligations under this Bond will become null and void upon City’s acceptance of the Project, excluding any exception to acceptance, if any. Otherwise, Surety’s obligations will remain in full force and effect until expiration of the one year warranty period under the Contract.

3. Waiver. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code Sections 2819 and 2845.

4. Application of Contract Balance. Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the “Contract Balance” is defined as the total amount payable by City to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. Contractor Default. Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

5.1 Arrange for completion of the Work under the Contract by Contractor, with the City’s consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety’s expense, or

5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City’s costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety’s default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: __________________________________________
   Address: _______________________________________
   City/State/Zip: _________________________________
   Phone: _________________________________________
   Fax: ___________________________________________
   Email: _________________________________________

8. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City’s attorneys’ fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on ________________, 20__.  

   SURETY:
   ____________________________________________
   s/ _________________________________________
   Name: _________________________________
   Title: _________________________________
   (Attach Acknowledgment with Notary Seal and Power of Attorney)

   CONTRACTOR:
   ____________________________________________
   s/ _________________________________________
   Name: _________________________________
   Title: _________________________________
The City of Brentwood ("City") and ________________________________________________
("Contractor") have entered into a contract, dated _________________, 20___ ("Contract") for
work on the Reservoir Painting and Recoating ("Project"). The Contract is incorporated by
reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and ___________________________,
its surety ("Surety"), are bound to City as obligee in the amount of 15 % of the final
Contract Price, ("Bond Sum").

2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its
Subcontractors on the Project, against defects in materials or workmanship which are
discovered during the one year period commencing with City’s acceptance of the Project
("Warranty Period").

3. **Surety’s Obligations.** If Contractor faithfully carries out and performs its guarantee under
the Contract, and, on due notice from City, repairs and remedies at its sole expense any
and all defects in materials and workmanship in the Project which are discovered during
the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that
City sustains because of Contractor’s failure to makes such repairs in accordance with the
Contract requirements, then Surety’s obligations under this Bond will be null and void.
Otherwise, Surety’s obligations will remain in full force and effect.

4. **Waiver.** Surety waives the provisions of Civil Code Sections 2819 and 2845.

5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and
delivered or transmitted to Surety as follows:

   Attn: _________________________________

   Address: ______________________________________

   City/State/Zip: ________________________________

   Phone: _________________________________

   Fax: _________________________________

   Email: _________________________________

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant
to this Bond will be venued in the Superior Court in which the Project is located, and no
other place. Surety will be responsible for City’s attorneys’ fees and costs in any action to
enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on ____________,
20__________.

   [Signatures are on the following page.]
SURETY:

________________________________________

s/ _______________________________________

Name: ____________________________________

Title: ____________________________________

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

________________________________________

s/ _______________________________________

Name: ____________________________________

Title: ____________________________________
GENERAL CONDITIONS

Article 1 - Definitions

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

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

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

Brentwood Standard Plans and Specifications means the most current version, at bid time, of the City’s Standard Plans and Specifications.

Caltrans Standard Plans means the most current version at bid time of the Standard Plans of the California Department of Transportation.

Caltrans Standard Specifications means the version of the Standard Specifications of the California Department of Transportation specified in Section 2 of the Contract form, subject to the terms and limitations in Section 3.3 of the General Conditions.

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

City means the City of Brentwood, acting through its City Council, officers, employees, and authorized representatives.

City Engineer means the City Engineer and Director of Public Works for the City of Brentwood acting directly or through a duly authorized agent, which may be an employee of the City or an outside consultant.

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

Contract means the signed agreement between City and Contractor.

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

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

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

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

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

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

**DIR** means the California Department of Industrial Relations.

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

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor’s bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

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

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

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

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.
Including means “including, but not limited to,” unless the context requires otherwise.

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

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

Project means the public works project referenced in the Contract.

Project Manager means the individual designated by City to oversee and manage the Project on City’s behalf and may include his or her authorized deleege(s) when the Project Manager is unavailable.

Request for Information or RFI means Contractor’s written request for information submitted to City, in the manner and format specified by City, about the Contract Documents, the Work or the Project.

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

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

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and not by the Contractor.

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

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

Technical Specifications means Specifications.

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

Working Day or Work Day means a day that City is open for normal business, excluding weekends and excluding holidays observed by City.

Worksite means the place or places where the Work is performed.
Article 2 - Roles and Responsibilities

2.1 City.

(A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer’s decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City’s behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional’s interpretation of the Drawings or Specifications is final and conclusive.

2.2 Contractor.

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

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor’s responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor’s organization who is to serve as Contractor’s primary representative for the Project, and who has authority to act on Contractor’s behalf. A Subcontractor may not serve as Contractor’s primary representative.
(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor’s sole expense and with no extension of Contract Time, until the approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards; Compliance.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work.

(F) **Meetings.** Contractor, its project manager and superintendent and the Subcontractors requested by City, must attend a Pre-Construction Conference, if requested by City, as well as weekly Project progress meetings with City that City will schedule.

(G) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City’s written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(H) **Correction of Defects.** Contractor must promptly correct, at Contractor’s sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document; as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor’s sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City’s prior written approval. However, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(I) **Contractor’s Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include, but are not limited to, Project cost records and records relating to preparation of Contractor’s bid.
(1) Contractor’s cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor’s failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project records in an organized manner for a period of four years after City’s acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor’s Project records relating to the Project or to investigate Contractor’s plant or equipment during Contractor’s normal business hours.

(J) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of the Work-related documents, including the Contract, permit(s), Drawings, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, and any related written interpretations. The Contract Documents, as-built drawings, and all Worksite copies must be available to City for reference at all times.

2.3 **Subcontractors.**

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor’s poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) **Contractual Obligations.** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor’s portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor’s agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.
2.4 Coordination of Work.

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

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

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents.

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

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

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

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.
(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City’s prior acceptance of a required submittal is performed or provided at Contractor’s risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City’s costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 **Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor’s expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor’s responsibility.

**Article 3 - Contract Documents**

3.1 **Interpretation of Contract Documents.**

(A) **Drawings and Specifications.** The Drawings and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control. Detailed Drawings take precedence over general Drawings, and large scale Drawings take precedence over smaller scale Drawings. Any arrangement or division of the Drawings and Specifications into...
sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Drawings or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor’s field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) **Duty to Notify and Seek Direction.** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer’s clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City’s response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. City will not extend the Contract Time due to Contractor’s failure to submit a timely RFI to the Engineer.

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

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

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

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

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Notice of Award;
(F) Special Conditions;
(G) General Conditions;
(H) Payment, Performance and Warranty Bonds;
(I) Specifications;
(J) Drawings;
(K) Contractor’s Bid Proposal and attachments;
(L) Notice Inviting Bids;
(M) Instructions to Bidders;
(N) The City’s Standard Specifications, as applicable; and
(O) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

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

(A) Limitations. The “General Provisions” of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) Conflicts or Inconsistencies. If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) Meanings. Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

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

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.
3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.

(A) Surety. Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) Supplemental Bonds for Increase in Contract Price. If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers and consultants (individually, an “Indemnitee,” and collectively the “Indemnitees”) from and against any and all liability, loss, damage, claims, causes of action, demands, charges, costs and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, “Liability”) of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor’s bid for the Contract. Contractor’s failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code section 9201. Contractor’s indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must
cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City’s acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best’s financial strength rating of “A” or better and a financial size rating of “VIII” or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor’s expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor’s liability under this Contract or to fulfill Contractor’s indemnification obligations under this Contract.

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

1. **Commercial General Liability (“CGL”) Insurance:** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor’s or its Subcontractor’s acts or omissions in the performance of the Work, including contractor’s protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicle coverage and employer’s non-ownership liability coverage, with limits of at least $5,000,000 per occurrence and at least $10,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section.

2. **Automobile Liability Insurance:** The automobile liability insurance policy must provide coverage of at least $1,000,000 combined single-limit per accident for bodily injury, death or property damage.

3. **Workers’ Compensation Insurance and Employer’s Liability:** The workers’ compensation and employer’s liability insurance policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

4. **Pollution Liability Insurance:** The pollution liability insurance policy must be issued on an occurrence basis, for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

5. **Builder’s Risk Insurance:** The builder’s risk insurance policy must be issued on an occurrence basis, for all-risk or “all perils” coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.
(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

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

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

1. The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

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

3. The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss.

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

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

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, “deductibles”) in excess of $100,000 are subject to approval by City, acting in its sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If City determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required
Additional Insured; or must provide a financial guarantee, to City’s satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

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

Article 5 - Contract Time

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

(A) General. Contractor must commence the Work on the date indicated in the Notice to Proceed, and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work on the Project site before the date specified in the Notice to Proceed.

(B) Authorization. Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

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

5.2 Schedule Requirements. Contractor must prepare all schedules using standard scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) Baseline (As-Planned) Schedule. Within ten calendar days following City’s issuance of the Notice of Award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review and acceptance a baseline
(as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and must, within seven days, correct the schedule to address them.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the “float.” Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor’s failure to comply with the schedule...
requirements in this Section 5.2 will be deemed a waiver of any claims for Excusable Delay or loss of productivity arising when Contractor is out of compliance, subject only to the limits of Public Contract Code section 7102.

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

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City’s right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

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

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

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

5.3 **Delay and Extensions of Contract Time.**

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters “Excusable Delay,” which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor’s control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous
materials, unforeseeable site conditions, or suspension for convenience under Article 13.

(C) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is “Non-Excusable Delay.” Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

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

(D) **Compensable Delay.** Pursuant to Public Contract Code section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties (“Compensable Delay”). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay.

(E) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs (“Recoverable Costs”) for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(F) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article
5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

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

(2) **Delay Days and Costs.** The request must specify the number of days of Excusable Delay claimed, or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed, or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

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

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

(5) **Legal Compliance.** Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code section 7102.
(6) **No Waiver.** Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City’s right to assess liquidated damages for Non-Excusable Delay.

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

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

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

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

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

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

(E) **Other Remedies.** City’s right to liquidated damages under this Section applies only to damages arising from Contractor’s Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, or for defective materials or workmanship.

**Article 6 - Contract Modification**

6.1 **Contract Modification and Changes in Work.** Modifications to the Contract are valid and legally binding only if duly authorized by a written and signed Change Order. City may also make changes in the Work without invalidating the Contract. City may direct
changes in the Work, which may include Extra Work as set forth in subsection (B) below, or deletion or modification of portions of the Work. Any change in the Work, whether directed by City or pursuant to Contractor’s request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation pursuant to Public Contract Code section 7101 based on cost reduction changes or “value engineering,” unless otherwise specified in the Special Conditions, or unless expressly authorized in advance in writing by City.

(A) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. Contractor’s sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs (“Extra Work Report”). The Engineer will make any adjustments to Contractor’s Extra Work Report(s) based on the Engineer’s records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.
(C) **Remedy for Non-Compliance.** Contractor’s failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor’s sole expense, and may deduct the cost from the Contract Price.

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

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City’s request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City’s request, in a form satisfactory to the Engineer.

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

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

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

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

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

6.3 **Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods, but in the order provided with unit pricing taking precedence over the other methods:
(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor’s accepted bid schedule or schedule of values for the affected Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon lump sum for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, including allowed markup for overhead, profit, and all other indirect costs, and which may include a not-to-exceed limit, calculated as the total of the following sums:

1. All direct labor costs plus 15% markup;
2. All direct material costs, including sales tax, plus 15% markup;
3. All direct plant and equipment rental costs, plus 15% markup;
4. All direct subcontract costs plus ten percent markup; and
5. Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 **Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the amount of compensation or added time that the City believes is merited. Contractor’s sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

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

**Article 7 - General Construction Provisions**

7.1 **Permits and Taxes.**

(A) **General.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.
7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for material and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation.

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

(B) Screening. Contractor must fence and screen the Project site and staging area, and its operation must minimize inconvenience to neighboring properties.

(C) Utilities. Contractor must install and maintain the light, power, water and all other utilities required for the Project site, including the piping, wiring, lamps and related equipment necessary to perform the Work.

(D) Removal and Repair. Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

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

7.3 Noninterference and Additional Work Areas. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must notify the affected parties of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) Offsite Acquisition. Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any additional Work areas, easements, and temporary facilities necessary to access and perform the Work.

(B) Offsite Staging Area and Field Office. If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written
release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

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

7.5 Worksite and Nearby Property Protections.

(A) General. Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work, the Project site, City's real or personal property, and the real or personal property of adjacent or nearby property owners.

(2) City's wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(B) Securing Project Site. After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.
(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer’s written response will be final and binding on Contractor. If the Engineer’s subsequent direction to Contractor affects Contractor’s cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

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

7.6 **Materials and Equipment.**

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation, and must be installed in accordance with the manufacturer’s recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor’s sole cost until City has formally accepted the Project as set forth in Section 11.1 below. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

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

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

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

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

(C) Substantiation. Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor’s failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) Burden of Proving Equality. Contractor has the burden of proving the equality of the proposed substitution at Contractor’s sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City’s determination is final.

(E) Approval or Rejection. If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

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

7.8 Testing and Inspection.

(A) General. All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers’ application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for inspection.

(B) Scheduling and Notification. Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer
no later than noon of the Working Day before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City’s hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

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

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

2. Contractor will be responsible for inspection costs, at City’s hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.

3. If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

4. Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

5. Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor’s sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor’s Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

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

(F) **Final Inspection.** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.
7.9 Worksite Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean and neat condition and in compliance with all regulatory requirements for air quality and dust control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any applicable law, regulation or rule.

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If the Engineer determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Worksite and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

1. Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor’s property.

2. Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into City’s storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish
that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

7.10 **Instructions and Manuals.** Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** All manufacturers’ application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) **Training.** Contractor or its Subcontractors must instruct City’s personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 **As-built Drawings.** Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of Drawings which will be used solely for the purpose of recording changes made in any portion of the original Drawings in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Progress payments may be delayed, in whole or in part, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Drawings must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and approval as a condition precedent to Final Completion and Final Payment.
7.12 **Existing Utilities.** As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor’s failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Drawings or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City’s failure to provide for removal or relocation of the utility facilities.

7.13 **Notice of Excavation.** Contractor must comply with all applicable operator requirements in Government Code sections 4216 through 4216.5. Government Code section 4216.2 requires that, except in an emergency, Contractor must contact the appropriate regional notification center, or Underground Services Alert, at least two working days but not more than 14 calendar days before starting any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, and, if practical, Contractor must delineate with white paint or other suitable markings the area to be excavated. Contractor may not begin excavation until it has obtained and submitted to Engineer an inquiry identification number from Underground Services Alert.

7.14 **Trenching and Excavations of Four Feet or More.** As required by Public Contract Code section 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

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

(1) Material that Contractor believes may be a hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;

(2) Subsurface or latent physical conditions at the Worksite differing from those indicated by information about the Worksite made available to bidders prior to the deadline for submitting bids; or

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

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

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

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

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

7.17 **Lines and Grades.** Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor’s staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans.

7.18 **Historic or Archeological Items.**

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

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

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City’s storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all applicable federal, state, and local laws and regulations concerning pollution of waterways.

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

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

7.20 Noise Control. Contractor must comply with all applicable noise control laws, ordinances, regulations and rules. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

Article 8 - Payment

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

(A) Measurements for Unit Price Work. Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents.

(B) Deleted or Reduced Work. Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor
learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

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

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

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

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor’s unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City’s estimated cost to correct or complete the Work;

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Worksite, City may deduct an amount based on the estimated cost to repair or replace;

(C) For Contractor’s failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments;

(D) For Contractor’s failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City’s estimated cost to correct or complete the Work;

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed;

(F) For Contractor’s failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;
(G) For Contractor’s failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City’s cost to prepare the as-builts;

(H) For Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value;

(I) For fines assessed under the Labor Code, as required by law; or

(J) For any other costs or charges that may be withheld, deducted from, or offset against payments due, as provided in the Contract Documents, including liquidated damages.

8.4 Early Occupancy. Neither City’s payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

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

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

(B) Release of Undisputed Retention. All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or Section 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City’s governing body or authorized designee pursuant to Section 11.1(C) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code section 7107(c).

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

8.7 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.
(A) **Withholding for Stop Notice.** Pursuant to Civil Code section 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys’ fees and costs, as authorized by law.

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

8.8 **Final Payment.** Contractor’s application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.9 **Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code section 7100. Any disputed amounts may be specifically excluded from the release.

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

**Article 9 - Labor Provisions**

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

9.2 **Labor Code Requirements.**

(A) **Eight Hour Day.** Under Labor Code section 1810, eight hours of labor constitute a legal day’s work under this Contract.
(B) **Penalty.** Under Labor Code section 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code section 1815.

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

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

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

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

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

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

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

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

2. Contractor or the Subcontractor has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.
(B) **Certified Record.** A certified copy of an employee’s payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Upon notice of noncompliance with Labor Code section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

9.5 **Labor Compliance.** Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

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

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

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

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

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor’s safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City’s satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor’s compliance with City’s request for corrective measures pursuant to this provision.
10.2 **Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 **Material Safety.** Contractor is solely responsible for complying with section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor’s employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Material Safety Data Sheets (“MSDS”) at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

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

10.4 **Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Worksite condition, the method of construction, or the way any Work must be performed.

**Article 11 - Completion and Warranty Provisions**

11.1 **Final Completion.**

(A) **Final Inspection and Punch List.** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor’s primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The punch list may include City’s estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any such item from this punch list will not relieve Contractor from
fulfilling all requirements of the Contract Documents. City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected.

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

(C) **Acceptance.** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, or if the Engineer is authorized to accept the Project, the Project will be considered accepted upon the date of the Engineer’s issuance of a written notice of acceptance. The City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

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

11.2 **Warranty.**

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

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

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.
(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

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

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

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

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

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or
the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor’s cost or time to complete the Work within the Contract Time.

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

**Article 12 - Dispute Resolution**

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

(A) **Definition.** “Claim” means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

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

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code section 9204 and sections 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

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

(A) **Substantiation.** The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the
dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

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

1. **General introduction,** specifically identifying the submission as a “Claim” submitted under this Article 12.

2. **Relevant background information,** including identification of the specific demand at issue, and the date of City’s rejection of that demand.

3. **Detailed explanation of the issue(s) in dispute.** For multiple issues, separately number and identify each issue and include the following for each separate issue:
   
   a. The background of the issue, including references to relevant provisions of the Contract Documents;
   
   b. A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;
   
   c. A chronology of relevant events;
   
   d. The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and
   
   e. Use of a separate page for each issue.

4. **Summary of issues and damages.**

5. **The following certification,** executed by Contractor’s authorized representative:

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

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

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

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

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

12.3 **City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

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

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

12.4 **Meet and Confer.** If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City’s response, or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City’s response in writing within the specified time, Contractor's Claim will be deemed waived.

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

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City’s principal office.
(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

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

12.5 **Mediation and Government Code Claims.**

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) **Government Code Claims.**

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

2. The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 **Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 **Arbitration.** It is expressly agreed, under California Code of Civil Procedure section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 **Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects;
diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula may not be used for any recovery under the Contract.

12.9 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City’s satisfaction.

(A) Failure to Comply. Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor’s failure to comply with the Contract Documents.

(B) No Duty to Suspend. City’s right to suspend the Work will not give rise to a duty to suspend the Work, and City’s failure to suspend the Work will not constitute a defense to Contractor’s failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City’s convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in progress Work as directed in the suspension notice. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion.

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

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

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

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

13.4 **Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City’s instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. Subject to City’s directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

(A) **Compensation to Contractor.** In the event of City’s termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

1. **Completed Work.** The value of its Work satisfactorily performed to date, based on Contractor’s schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

2. **Demobilization.** Actual and substantiated demobilization costs; and
(3) **Markup.** Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

13.5 **Effect of Any Contract Termination.** Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor’s tools, equipment and appliances, and all materials on the Worksite or stored off the Worksite that will be incorporated in the Work. Regardless of any Contract termination, Contractor’s obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

**Article 14 - Miscellaneous Provisions**

14.1 **Assignment of Unfair Business Practice Claims.** Under Public Contract Code section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 **Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 **Waiver.** City’s waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City’s waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

14.4 **Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 **Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.
SPECIAL CONDITIONS – NOT APPLICABLE

REFERENCE ONLY
FEDERAL REQUIREMENTS – NOT APPLICABLE
TECHNICAL SPECIFICATIONS

SECTION TS-1 GENERAL

A. SCOPE OF WORK

The Project is located at Presidio Dr. & Capilano Dr. 2767 St. Andrews, and is described as follows: Coat and repair the City's steel water storage tanks. Work includes, but is not limited to; furnish and apply protective coatings and paints to interior and exterior surfaces, disinfection of interior surfaces, if necessary, repair and replace damaged rafters and floors and supply and install specified safety, sanitary and structural upgrades. Specific details are outlined in Appendix A - Scope of Services attached.

B. SUBMITTALS

After the Notice to Proceed is issued, but prior to the start of construction, the Contractor shall submit to the City, for approval, all required permits and cut sheets for all materials to be used.

All submittals shall be made to the Project Manager at 150 City Park Way, Brentwood, CA 94513, Telephone (925) 516-5420 Email engineering@brentwoodca.gov.

Electronic copies of all submittals shall be submitted for approval a minimum of five (5) calendar days in advance of ordering.

C. ORDER OF WORK

The Contractor shall complete the tasks outlined for each year, including any and all punch list items and corrective work, by the date designated in the table below. The City will assess liquidated damages as shown in Part C – Contract, Section 6 “Liquidated Damages” for each calendar day of delay in completion of the work.

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<td>Washout Inspection</td>
<td>Visual Inspection</td>
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<td>Visual and Safety</td>
<td>Visual Inspection</td>
<td>Full Renovation</td>
<td>Washout Inspection</td>
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**Item No. 1: Fiscal Year 2018/2019:**

Work must take place as indicated in the Notice to Proceed and be completed within 90 working days.

- Tank 1.2 - Full Renovation (See Section 2.02 in Appendix A – Scope of Services)
- Tank 2.1 - Full Renovation (See Section 2.03 in Appendix A – Scope of Services)
- Tank 1.1 - Visual Inspection, Emergency Services*, and Safety Related Upgrades**
- Tank 2.2 - Visual Inspection, Emergency Services*, and Safety Related Upgrades**
Item No. 2: Fiscal Year 2019/2020:
Work must take place as indicated in the Notice to Proceed issued on July 1, 2019 and be completed within 50 working days. Work will generally occur between the months of October 2019 and April 2020.
- Tank 1.2 - 11 Month Washout Inspection, Coating Repairs, and Emergency Services*
- Tank 2.1 - 11 Month Washout Inspection, Coating Repairs, and Emergency Services*
- Tank 1.1 - Full Renovation (See Section 2.01 in Appendix A – Scope of Services)
- Tank 2.2 - Visual Inspection and Emergency Services*

Item No. 3: Fiscal Year 2020/2021:
- Work must take place as indicated in the Notice to Proceed issued on July 1, 2020 and be completed within 50 working days. Work will generally occur between the months of October 2020 and April 2021.
- Tank 1.2 - Visual Inspection and Emergency Services*
- Tank 2.1 - Visual Inspection and Emergency Services*
- Tank 1.1 - 11 Month Washout Inspection, Coating Repairs, and Emergency Services*
- Tank 2.2 – Full Renovation (See Section 2.04 in Appendix A – Scope of Services)

Item No. 4: Fiscal Year 2021/2022:
- Work must take place as indicated in the Notice to Proceed issued on July 1, 2021 and be completed within 5 working days. Work will generally occur between the months of October 2021 and April 2022.
- Tank 1.2 - Visual Inspection and Emergency Services*
- Tank 2.1 - Visual Inspection and Emergency Services*
- Tank 1.1 - Visual Inspection and Emergency Services*
- Tank 2.2 – 11 Month Washout Inspection, Coating Repairs, and Emergency Services*

*Visual Inspection and Emergency Service requirements - See Section 3.0 of Appendix A – Scope of Services
**Safety Related Services requirements - Section E of corresponding tank in Appendix A - Scope of Services.

D. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in the City Municipal Code, Section 9.32.030 “Designated Noise Zones”.

The noise level from the Contractor’s operations, between the hours of 7:00 a.m. to 10:00 p.m. (if this time period is approved by the City Engineer), shall not exceed 60 dBa exterior noise level. From 10:00 p.m. to 7:00 a.m. (if this time period is approved by the City Engineer), shall not exceed 45 dBa exterior noise level.
The noise level requirement shall apply to the 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.

E. LIMITS OF WORK

The City-owned property shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the City-owned property, or allow others to occupy the City-owned property, for purposes which are not necessary to perform the required work.

Use of the Contractor's work areas and other City-owned property shall be at the Contractor's own risk, and the City shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other City-owned property which he/she occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Cleanup," of the Caltrans Standard Specifications.

The Contractor shall secure at his/her own expense any area required for storage of equipment or materials, or for other purposes if sufficient area is not available to him/her at the sites designated.

The Contractor shall coordinate with the City to ensure that storage of materials will not restrict access to the property. If stored materials must be relocated to provide access, the Contractor shall relocate the stored material at his/her own expense and no claim for costs to relocate the stored materials will be allowed.

All existing structures, operating utilities, power poles, and other devices within the work area shall be maintained at all times during construction.

SECTION TS-2 EXISTING FACILITIES

Attention is directed to Section 7.12 “Existing Utilities” of the General Conditions, Section 5-1.36, "Property and Facility Preservation", and Section 15, "Existing Facilities," of the Caltrans Standard Specifications.

Due care shall be exercised to avoid damage to existing improvements that are not shown on the plans to be removed.

Existing landscaping, vehicles, equipment, and all structures above and below ground that are not slated for removal shall be protected from damage. The Contractor, if ordered by the Project Manager, shall provide and install suitable safeguards, approved by the Project Manager, to protect such objects from damage. If such objects are damaged, or removed by reason of the Contractor's operations, they shall be immediately replaced or restored at the Contractor's expense.
SECTION TS-3 STAGING

The Contractor shall prepare a Staging Plan that includes every phase of construction. The Staging Plan shall be submitted to the Project Manager within 10 days of the Notice to Proceed. Work shall not proceed without the Project Manager’s advance approval of the Staging Plan.

Upon completion of the Project or as specified in the staging agreement and plan, the Contractor shall clean the site and return the site to its original condition. The Contractor shall replace with like materials any improvement damaged by the Contractor’s staging operations. Should the Contractor fail to perform these duties, the Project Manager, at the Project Manager’s sole discretion, may elect to have City, or contract forces, perform the duties, deducting the expenses incurred from any moneys that are due, or become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibility to perform these duties.

SECTION TS-4 MEASUREMENT AND PAYMENT

The lump sum price paid for each item number shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work in compliance with the Specifications and the work described in Section TS-1, C “Order of Work” and Appendix A - Scope of Services and no additional compensation will be allowed therefor.
APPENDIX A – SCOPE OF SERVICES

1.00 GENERAL INFORMATION

1.01 PURPOSE

A. It is the intent of the City to solicit a Contractor possessing the capabilities to coat and repair the City's steel water storage tanks. The City's operational requirements are of paramount importance and will always take priority when conflicts with scheduling arise.

B. It is assumed that all qualified Contractors are fully acquainted with the City's requirements to insure absolute compliance with City procedures. Each qualified Contractor shall have a duty to request any information from the City as it deems necessary to prepare this bid.

1. Work to be accomplished includes furnishing and application of protective coatings and paints to interior and exterior surfaces, and disinfection of interior surfaces, including surface preparation and other work necessary to accomplish the approved end result of a totally protected and usable tank and structure, including all attachments, accessories, exposed piping, and appurtenances.

2. Work to be accomplished includes repairing/replacing the damage to the rafters and floor resulting from corrosion. From a previous inspection, it has been determined that the floor and rafters have substantial metal loss from corrosion. The proper repair of these areas must be addressed in the Bid. No change orders will be allowed for missed or unaccounted for structural repairs or replacements.

3. Work to be accomplished includes the supply and installation of all specified safety, sanitary, security, and structural upgrades including surface preparation and coating application in compliance with the requirements specified herein.

1.02 WARRANTY

All work performed on interior and exterior surfaces of the subject tanks shall be warranted in accordance with California State Law and AWWA D-102-11 for a period of one year. The City shall notify the Contractor and perform an 11 month warranty inspection to determine the presence of defect conditions and the need for re-work.

1.03 TANK INFORMATION

The following information addresses the basic details of the City's tanks that require renovation. Methods and procedures for the renovation and repair can be found in subsequent sections of this RFP. The information included below is
believed to be accurate based on the information the City has available. No change orders will be provided based on an inconsistency in the information provided.

**Tank 1.1**
- Dimensions: Approximately 114’D x 35’H
- Design: 2,500,000 Ground Storage Tank Welded Steel with knuckle roof
- Built in early 1990
- Current Interior Coating – Epoxy
- Tank Access - 2 roof hatches without interior ladder and 2 shell man way.

**Tank 1.2**
- Dimensions: Approximately 149’D x 35’H
- Design: 4,300,000 Ground Storage Tank Welded Steel with knuckle roof
- Built in early 1995
- Current Interior Coating – Epoxy
- Tank Access - 1 roof hatch without interior ladder and 2 shell man way.

**Tank 2.1**
- Dimensions: Approximately 107’D x 33’H
- Design: 2,000,000 Ground Storage Tank Welded Steel with knuckle roof
- Built in 1997
- Current Interior Coating – Epoxy
- Tank Access - 2 roof hatch with interior ladder and 2 shell man ways.

**Tank 2.2**
- Dimensions: Approximately 107’D x 35’H
- Design: 2,000,000 Ground Storage Tank Welded Steel with knuckle roof
- Built in 2001
- Current Interior Coating – Epoxy
- Tank Access - 1 roof hatch with interior ladder and 2 shell man ways.

### 1.04 REFERENCE SPECIFICATIONS AND STANDARDS

A. Without limiting the general acceptance criterion of this specification, work and equipment shall conform to applicable requirements of municipal, state, and federal codes, laws and an ordinance governing the work, City of Brentwood requirements, Society of Protective Coating requirements, American Water Works Association recommendations, and Coating Manufacturer’s printed instructions, subject to the Engineer’s approval.

B. The Engineer’s decision shall be final as to interpretation and/or conflict between any of the referenced code, laws, ordinances, specifications, and standards contained herein.

C. Exterior coatings (and possibly interior coatings) are known to contain, Heavy Metals, in the dried film; the following regulatory requirements shall be applicable at a minimum:
1. 29 CFR 1910 “OSHA General Industry Standards”
3. 29 CFR 1910.1000, “Air Contaminants - Permissible Exposure Limits”
4. 29 CFR 1910.1020, “Employee Access to Exposure and Medical Records”
5. 20 CFR 1926, OSHA Construction Industry Standards”
7. 29 CFR 1926.62, “Lead Exposure in Construction; Interim Final Rule”

Unknown quantities of lead and possibly other Heavy Metals are present on both tanks. On this basis, the successful Contractor must employ regulatory compliant procedures throughout this project and these procedures must be incorporated into the Contractor’s base bid. The exact determination of the concentrations of Heavy Metals is the sole responsibility of the Contractor.

1.05 INSPECTION

The City will employ an inspector to verify compliance with all specification attributes. This does not relieve the Contractor from performing all quality control/quality assurance duties. The Contractor’s in-house inspector shall verify specification compliance at each inspection hold point prior to notifying the City’s Inspector. In the event that the City inspector is notified to perform inspections and the inspection attributes are deemed unsatisfactory the City may back-charge the Contractor for inspection time and travel expenses.

1.06 HISTORICAL REHABILITATION OF CITY TANKS

A. The City has recently completed internal inspections on these tanks including review of historical information, design information, visual inspections and analytical testing.

B. The potential for the replacement of roof rafter beams and large plate patches on the floor and rafter connection point replacement, among other steel patching requirements exists.

C. It is strongly anticipated that Tank 2.1 will equal or exceed the structural rehabilitation anticipated.

D. It is anticipated that Tanks 1.1 and 2.2 will more closely approximate the identified repair requirements in the RFP.

E. The Contractor must include all structural repairs into their base bid for each tank. Absolutely no contract extras for coating, upgrade, steel repair, or welding work will be awarded by the City.
F. It is strongly anticipated that Tank 1.2 will require exterior coating abatement. Contractor shall account for abatement and containment as necessary.

2.00 FULL RENOVATION INFORMATION

2.01 TANK 1.1 DESCRIPTION & WORK SCOPE:

A. Interior Conditions and Work Scope

1. The Tank contains sediment across the tank floor with localized mounds of sediment. Additional miscellaneous items of debris are deposited on the floor. All sediment and debris must be removed from the tank prior to initiation of the interior work scope.

2. Oil deposits maybe prevalent on the upper shell around the circumference of the tank. These deposits must be thoroughly cleaned and completely removed prior to the initiation of the abrasive blasting operation. All oily residues must be removed from the tank prior to the initiation of the abrasive blasting operation.

3. The Contractor shall provide and utilize dehumidification and ventilation equipment during the interior renovation phase of the project. Dehumidification and ventilation shall comply with the standards set forth in the Quality Assurance section of this RFP.

4. The interior roof, floor, and the side shell possess an epoxy coating system. Upon completion of oil/grease removal operations, all surfaces will receive an inspection blast to expose the bare steel. The presence of a tightly adherent intact layer of mil scale is likely to exist under the existing coating. The blasting operation must include the removal of all mil scale.

5. All interior roof plates, roof beams, roof support columns and ring girders exhibiting corrosion degradation must be ultrasonically inspected upon completion of the inspection blast to quantify the extent of metal loss. In cases where the metal loss exceeds 25 % or the original thickness of the plate, beam or appurtenance, a California Registered Structural Engineer shall approve the need for repair and the type of repair intended for use. In the event that the plate, beam or appurtenance is replaced with a component of equal size and configuration, Structural Engineering approval is not required.

6. All interior floor surfaces shall be ultrasonically inspected on a 1 square foot grid pattern upon completion of the inspection blast. Since the below grade portion of the reverse side of the steel plates are not accessible, this inspection is intended to quantify the extent of corrosion degradation on both sides of the steel plates. All areas exceeding 50% metal loss shall be more closely inspected to determine and map the size of the deficiency. The installation of seal welded, ¼” steel plates shall be installed over the areas of corrosion degradation.
7. Upon completion of the ultrasonic testing operation and repair procedures, all surfaces shall receive a final blast to achieve an SSPC SP10 “Near White Metal” surface cleanliness with a minimum surface profile of 2.0 mils in the atmospheric zone and 3.0 mils in the emersion zone.

8. The known presence of existing irregular welds, abrasive edges, and weld splatter will require grinding to a smooth surface prior to coating application.

9. All properly blast cleaned surfaces above the high water line shall be coated with an NSF 61 approved multiple coat solvent based epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of an initial stripe coat thoroughly applied by brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 5 mils per coat shall be achieved. Total system thicknesses shall not be less than 10 mils DFT. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
   a. Sherwin Williams 646PW shall be used for this application.

10. A NSF 61 approved caulking shall be applied to the to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.

11. All properly blast cleaned surfaces below the high water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. An average minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
   a. Sherwin Williams Sherplate PW shall be used for this application.

12. High voltage holiday detection testing shall be employed in the emersion zone in accordance with AWWA D.102 and NACE SP0188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE certificated representative shall verify that the surface
preparation and coating application operation is in accordance with manufacturer recommendations.

13. All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in accordance with all regulatory requirements. Leachate test shall be performed on representative samples of the waste material prior to leaving the site. The leachate testing results shall be forwarded directly to the City. Upon receipt and authorization by the City, the Contractor shall properly dispose of waste materials.

14. Upon completion of the interior coating’s cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank and disposed in accordance with City requirements followed by the initiation of the tank disinfection process. The disinfection shall be performed in accordance with AWWA C.652 “Spray Method #2” recommendations.

15. Upon completion of the disinfection process, all access points shall be sealed and new gaskets installed as necessary. The sealing of the tank shall be done in the presence of the City and to the satisfaction of the City.

B. Exterior Coating Work Scope:

1. All exterior areas shall be pressure wash using fresh water at 3,500 psi minimum. All areas of coating delamination (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option “A” testing will be performed. Readings under “3A” will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings.

2. All intercoat edges shall be smoothly feathered prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.

3. Newly installed components and accessories shall receive a SSPC SP6 “Commercial Blast” surface cleanliness with a minimum surface profile of 1.5 mils.

4. Upon completion of proper surface preparation, all exterior areas shall receive one coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
   a. Sherwin Williams 646 or equal shall be used for this application.

5. All prime coated areas shall receive one full coat of solvent based polyurethane shall be applied to all properly prepared surfaces. The polyurethane shall be applied to a thickness range of 2-4 mils.
a. Sherwin Williams Hi-Solids Polyurethane or equal shall be used for this application.
b. The City shall preapprove the color selection.

6. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

7. Application shall be accomplished by brush, roller or spray application. Overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City.

C. Exterior Conditions and Work Scope

1. The exterior is exhibiting extensive oxidation which must be removed prior to coating application.

D. Structural Work Scope

1. The known degradation of most of the rafter connection bolts will require the replacement of these bolts as necessary.

2. The known repair of degraded portions of the interior ring girder at rafter interface locations will be required.

3. The known repair of degraded portions of the interior rafters at their interface with the dollar plate that rests on top of the roof center column will be required.

4. All of the above noted work will require a review and approval from the inhouse California Registered Structural Engineer unless the entire component is being replaced with components of equal size and configuration.

5. Additional steel plate patching will likely be required on side shell and floor surfaces. Although this work is not considered to be a structural repair, the patches must be comprised of A-36 carbon steel that is seal welded into place.

6. All welding must be performed by a Certified welded. Certificates shall be available for review and approval by the City.

E. Sanitary / Safety / Security Work Scope:

1. Provide and Install new railing assembly that complies with OSHA 29 CFR 1910.23 Section (e) and AWWA D.100 requirements. This railing shall be a minimum height of 42\" and shall be designed to provide a satisfactory aesthetic appearance. Railing shall include posts, mid rails,
top rails, and toe boards. The railing and posts shall be constructed of carbon steel. All connection points shall be welded and the railing assembly coated per this specification. Railing shall be 8’ of radial railing extending from the ends of the existing railing, for a total of 16’ of new railing.

2. Replace existing access ladder safety climb with a new OSHA compliant flex cable safety climb.

3. Provide and Install 6 (six) OSHA compliant tie off points on the tank roof at locations of the City's choosing.

4. Provide and Install a new DDW compliant 48" mushroom vent with a compliant non-corrodible mesh screen to replace the existing center roof vent.

5. Replace the two outer roof vents screens with compliant non-corrodible fine mesh screens.

6. Provide and Install a new 36" "shoe box" style aluminum locking roof hatch to replace the existing roof hatch.

7. Provide and Install a new fiberglass interior ladder and standoffs to replace the existing interior ladder. The ladder shall be in line with the roof hatch and meet OSHA 1910 requirements.

8. Provide and Install OSHA compliant self-closing gate at the exterior ladder roof access.

9. Provide and Install all new cathodic protection full cover plate assemblies, including plate, bar, security bolts, and gasket.

10. Provide and Install caulking/grout between the tank and concrete foundation. Old caulking shall be removed prior to installation of the new material.

11. Provide and Install a complete full travel mechanical liquid level indicator system.

F. Site Issues

1. The site is located in a residential area with homes surrounding the tank access and tank site.

2. Dust collectors and overspray mitigation methods must be utilized to prevent dust, debris, or paint from reaching any of the surrounding residential properties.
2.02 TANK 1.2 DESCRIPTION & WORK SCOPE:

A. Interior Conditions and Work Scope

1. The Tank contains sediment across the tank floor with localized mounds of sediment. Additional miscellaneous items of debris are deposited on the floor. All sediment and debris must be removed from the tank prior to initiation of the interior work scope.

2. Oil deposits maybe prevalent on the upper shell around the circumference of the tank. These deposits must be thoroughly cleaned and completely removed prior to the initiation of the abrasive blasting operation. All oily residues must be removed from the tank prior to the initiation of the abrasive blasting operation.

3. The Contractor shall provide and utilize dehumidification and ventilation equipment during the interior renovation phase of the project. Dehumidification and ventilation shall comply with the standards set forth in the Quality Assurance section of this RFP.

4. The interior roof, floor, and the side shell possess an epoxy coating system. Upon completion of oil/grease removal operations, all surfaces will receive an inspection blast to expose the bare steel. The presence of a tightly adherent intact layer of mil scale is likely to exist under the existing coating. The blasting operation must include the removal of all mil scale.

5. All interior roof plates, roof beams, roof support columns and ring girders exhibiting corrosion degradation must be ultrasonically inspected upon completion of the inspection blast to quantify the extent of metal loss. In cases where the metal loss exceeds 25% or the original thickness of the plate, beam or appurtenance, a California Registered Structural Engineer shall approve the need for repair and the type of repair intended for use. In the event that the plate, beam or appurtenance is replaced with a component of equal size and configuration, Structural Engineering approval is not required.

6. All interior floor surfaces shall be ultrasonically inspected on a 1 square foot grid pattern upon completion of the inspection blast. Since the below grade portion of the reverse side of the steel plates are not accessible, this inspection is intended to quantify the extent of corrosion degradation on both sides of the steel plates. All areas exceeding 50% metal loss shall be more closely inspected to determine and map the size of the deficiency. The installation of seal welded, ¼” steel plates shall be installed over the areas of corrosion degradation.

7. Upon completion of the ultrasonic testing operation and repair procedures, all surfaces shall receive a final blast to achieve an SSPC SP10 “Near White Metal” surface cleanliness with a minimum surface
profile of 2.0 mils in the atmospheric zone and 3.0 mils in the emersion zone.

8. The known presence of existing irregular welds, abrasive edges, and weld splatter will require grinding to a smooth surface prior to coating application.

9. All properly blast cleaned surfaces above the high water line shall be coated with an NSF 61 approved multiple coat solvent based epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of an initial stripe coat thoroughly applied by brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 5 mils per coat shall be achieved. Total system thicknesses shall not be less than 10 mils DFT. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

   a. Sherwin Williams 646PW shall be used for this application.

10. A NSF 61 approved caulking shall be applied to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.

11. All properly blast cleaned surfaces below the high water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. An average minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

   a. Sherwin Williams Sherplate PW shall be used for this application.

12. High voltage holiday detection testing shall be employed in the emersion zone in accordance with AWWA D.102 and NACE SP0188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE certificated representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

13. All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in
accordance with all regulatory requirements. Leachate test shall be performed on representative samples of the waste material prior to leaving the site. The leachate testing results shall be forwarded directly to the City. Upon receipt and authorization by the City, the Contractor shall properly dispose of waste materials.

14. Upon completion of the interior coating's cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank and disposed in accordance with City requirements followed by the initiation of the tank disinfection process. The disinfection shall be performed in accordance with AWWA C.652 “Spray Method #2” recommendations.

15. Upon completion of the disinfection process, all access points shall be sealed and new gaskets installed as necessary. The sealing of the tank shall be done in the presence of the City and to the satisfaction of the City.

B. Exterior Coating Work Scope:

1. All exterior areas shall be pressure wash using fresh water at 3,500 psi minimum. All areas of coating delamination (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option “A” testing will be performed. Readings under “3A” will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings.

2. All intercoat edges shall be smoothly feathered prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.

3. Newly installed components and accessories shall receive a SSPC SP6 “Commercial Blast” surface cleanliness with a minimum surface profile of 1.5 mils.

4. Upon completion of proper surface preparation, all exterior areas shall receive one coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
   a. Sherwin Williams 646 or equal shall be used for this application.

5. All prime coated areas shall receive one full coat of solvent based polyurethane shall be applied to all properly prepared surfaces. The polyurethane shall be applied to a thickness range of 2-4 mils.
   a. Sherwin Williams Hi-Solids Polyurethane or equal shall be used for this application.
   b. The City shall pre-approve the color selection.
6. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

7. Application shall be accomplished by brush, roller or spray application. Overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City.

C. Exterior Conditions and Work Scope

1. The exterior coating is delaminating on the exterior shell. Exterior areas shall be SSPC-SP 6 "commercial blast" to remove all failed coating and provide appropriate surface preparation.

2. The exterior is exhibiting extensive oxidation which must be removed prior to coating application.

D. Structural Work Scope

1. The known degradation of most of the rafter connection bolts will require the replacement of these bolts as necessary.

2. The known repair of degraded portions of the interior ring girder at rafter interface locations will be required.

3. The known repair of degraded portions of the interior rafters at their interface with the dollar plate that rests on top of the roof center column will be required.

4. All of the above noted work will require a review and approval from the in house California Registered Structural Engineer unless the entire component is being replaced with components of equal size and configuration.

5. Additional steel plate patching will likely be required on side shell and floor surfaces. Although this work is not considered to be a structural repair, the patches must be comprised of A-36 carbon steel that is seal welded into place.

6. All welding must be performed by a Certified welded. Certificates shall be available for review and approval by the City.

E. Sanitary / Safety/ Security Work Scope:

1. Provide and Install new railing assembly that complies with OSHA 29 CFR 1910.23 Section (e) and AWWA D.100 requirements. This railing shall be a minimum height of 42” and shall be designed to provide a satisfactory aesthetic appearance. Railing shall include posts, mid rails, top rails, and toe boards. The railing and posts shall be constructed of
carbon steel. All connection points shall be welded and the railing assembly coated per this specification. Railing shall be 4’ of edge railing on the hatch side and 8’ of radial railing extending from the ends of the existing railing, for a total of 20’ of new railing.

2. Provide and Install new OSHA compliant flex cable safety climbs on the two stages of the access ladder.

3. Provide and Install 6 (six) OSHA compliant tie off points on the tank roof at locations of the City's choosing.

4. Replace existing 3 (three) 24” roof vent with new compliant 24” flanged mushroom vents with compliant non-corrodible fine mesh screen.

5. Provide and Install a new 36” "shoe box" style aluminum locking roof hatch to replace the existing roof hatch.

6. Provide and Install a new fiberglass interior ladder and standoffs to replace the existing interior ladder. The ladder shall be in line with the roof hatch and meet OSHA 1910 requirements.

7. Provide and Install OSHA compliant self-closing gate at the exterior ladder roof access.

8. Provide and Install all new cathodic protection full cover plate assemblies, including plate, bar, security bolts, and gasket.

9. Provide and Install caulking/grout between the tank and concrete foundation. Old caulking shall be removed prior to installation of the new material.

F. Site Issues

1. The site is located in a residential area with homes surrounding the tank access and tank site.

2. Dust collectors and overspray mitigation methods must be utilized to prevent dust, debris, or paint from reaching any of the surrounding residential properties.

2.03 TANK 2.1 DESCRIPTION & WORK SCOPE:

A. Interior Conditions and Work Scope

1. The Tank contains sediment across the tank floor with localized mounds of sediment. Additional miscellaneous items of debris are deposited on the floor. All sediment and debris must be removed from the tank prior to initiation of the interior work scope.
2. Oil deposits maybe prevalent on the upper shell around the circumference of the tank. These deposits must be thoroughly cleaned and completely removed prior to the initiation of the abrasive blasting operation. All oily residues must be removed from the tank prior to the initiation of the abrasive blasting operation.

3. The Contractor shall provide and utilize dehumidification and ventilation equipment during the interior renovation phase of the project. Dehumidification and ventilation shall comply with the standards set forth in the Quality Assurance section of this RFP.

4. The interior roof, floor, and the side shell possess an epoxy coating system. Upon completion of oil/grease removal operations, all surfaces will receive an inspection blast to expose the bare steel. The presence of a tightly adherent intact layer of mil scale is likely to exist under the existing coating. The blasting operation must include the removal of all mil scale.

5. All interior roof plates, roof beams, roof support columns and ring girders exhibiting corrosion degradation must be ultrasonically inspected upon completion of the inspection blast to quantify the extent of metal loss. In cases where the metal loss exceeds 25 % or the original thickness of the plate, beam or appurtenance, a California Registered Structural Engineer shall approve the need for repair and the type of repair intended for use. In the event that the plate, beam or appurtenance is replaced with a component of equal size and configuration, Structural Engineering approval is not required.

6. All interior floor surfaces shall be ultrasonically inspected on a 1 square foot grid pattern upon completion of the inspection blast. Since the below grade portion of the reverse side of the steel plates are not accessible, this inspection is intended to quantify the extent of corrosion degradation on both sides of the steel plates. All areas exceeding 50% metal loss shall be more closely inspected to determine and map the size of the deficiency. The installation of seal welded, ¼” steel plates shall be installed over the areas of corrosion degradation.

7. Upon completion of the ultrasonic testing operation and repair procedures, all surfaces shall receive a final blast to achieve an SSPC SP10 “Near White Metal” surface cleanliness with a minimum surface profile of 2.0 mils in the atmospheric zone and 3.0 mils in the emersion zone.

8. The known presence of existing irregular welds, abrasive edges, and weld splatter will require grinding to a smooth surface prior to coating application.

9. All properly blast cleaned surfaces above the high water line shall be coated with an NSF 61 approved multiple coat solvent based epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of an initial stripe coat thoroughly applied by
brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 5 mils per coat shall be achieved. Total system thicknesses shall not be less than 10 mils DFT. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

a. Sherwin Williams 646PW shall be used for this application.

10. A NSF 61 approved caulking shall be applied to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.

11. All properly blast cleaned surfaces below the high water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. An average minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

a. Sherwin Williams Sherplate PW shall be used for this application.

12. High voltage holiday detection testing shall be employed in the emersion zone in accordance with AWWA D.102 and NACE SP0188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE certificated representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

13. All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in accordance with all regulatory requirements. Leachate test shall be performed on representative samples of the waste material prior to leaving the site. The leachate testing results shall be forwarded directly to the City. Upon receipt and authorization by the City, the Contractor shall properly dispose of waste materials.

14. Upon completion of the interior coating’s cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank and disposed in accordance with City requirements followed by the initiation of
the tank disinfection process. The disinfection shall be performed in accordance with AWWA C.652 “Spray Method #2” recommendations.

15. Upon completion of the disinfection process, all access points shall be sealed and new gaskets installed as necessary. The sealing of the tank shall be done in the presence of the City and to the satisfaction of the City.

**B. Exterior Coating Work Scope:**

1. All exterior areas shall be pressure wash using fresh water at 3,500 psi minimum. All areas of coating delamination (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option “A” testing will be performed. Readings under “3A” will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings.

2. All intercoat edges shall be smoothly feathered prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.

3. Newly installed components and accessories shall receive a SSPC SP6 “Commercial Blast” surface cleanliness with a minimum surface profile of 1.5 mils.

4. Upon completion of proper surface preparation, all exterior areas shall receive one coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.

   a. Sherwin Williams 646 or equal shall be used for this application.

5. All prime coated areas shall receive one full coat of solvent based polyurethane shall be applied to all properly prepared surfaces. The polyurethane shall be applied to a thickness range of 2-4 mils.

   a. Sherwin Williams Hi-Solids Polyurethane or equal shall be used for this application.
   b. The City shall pre-approve the color selection.

6. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

7. Application shall be accomplished by brush, roller or spray application. Overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City.
C. Exterior Conditions and Work Scope

1. The exterior is exhibiting extensive oxidation which must be removed prior to coating application.

D. Structural Work Scope

1. The known degradation of most of the rafter connection bolts will require the replacement of these bolts as necessary.

2. The known repair of degraded portions of the interior ring girder at rafter interface locations will be required.

3. The known repair of degraded portions of the interior rafters at their interface with the dollar plate that rests on top of the roof center column will be required.

4. All of the above noted work will require a review and approval from the in-house California Registered Structural Engineer unless the entire component is being replaced with components of equal size and configuration.

5. Additional steel plate patching will likely be required on side shell and floor surfaces. Although this work is not considered to be a structural repair, the patches must be comprised of A-36 carbon steel that is seal welded into place.

6. All welding must be performed by a Certified welder. Certificates shall be available for review and approval by the City.

E. Sanitary / Safety/ Security Work Scope:

1. Provide and Install new OSHA compliant flex cable safety climbs on the access ladder.

2. Provide and Install 6 (six) OSHA compliant tie off points on the tank roof at locations of the City's choosing.

3. Provide and Install a new DDW compliant 48" mushroom vent with a compliant non-corrodible mesh screen to replace the existing center roof vent.

4. Provide and Install a new 36" "shoe box" style aluminum locking roof hatch to replace the existing roof hatch.

5. Provide and Install a new fiberglass interior ladder and standoffs to replace the existing interior ladder. The ladder shall be in line with the roof hatch and meet OSHA 1910 requirements.
6. Provide and Install OSHA compliant self-closing gate at the exterior ladder roof access.

7. Provide and Install all new cathodic protection full cover plate assemblies, including plate, bar, security bolts, and gasket.

8. Provide and Install caulking/grout between the tank and concrete foundation. Old caulking shall be removed prior to installation of the new material.

9. Provide and Install a 12" blind flange on the existing drain pipe.

10. Modify the existing overflow to provide a compliant air gap and termination protection per DDW.

F. Site Issues

1. The site is located in a residential area with homes surrounding the tank access and tank site.

2. Dust collectors and overspray mitigation methods must be utilized to prevent dust, debris, or paint from reaching any of the surrounding residential properties.

3. Access to the tank roof is via a catwalk from the neighboring tank. Access to the tank roofs must remain locked when not on site and fall protection equipment must be utilized when on the tank roof.

4. The tank site access is limited. Contractor shall stage and structure activities in such a way where residents are not affected.

2.04 TANK 2.2 DESCRIPTION & WORK SCOPE:

A. Interior Conditions and Work Scope

1. The Tank contains sediment across the tank floor with localized mounds of sediment. Additional miscellaneous items of debris are deposited on the floor. All sediment and debris must be removed from the tank prior to initiation of the interior work scope.

2. Oil deposits maybe prevalent on the upper shell around the circumference of the tank. These deposits must be thoroughly cleaned and completely removed prior to the initiation of the abrasive blasting operation. All oily residues must be removed from the tank prior to the initiation of the abrasive blasting operation.

3. The Contractor shall provide and utilize dehumidification and ventilation equipment during the interior renovation phase of the project.
Dehumidification and ventilation shall comply with the standards set forth in the Quality Assurance section of this RFP.

4. The interior roof, floor, and the side shell possess an epoxy coating system. Upon completion of oil/grease removal operations, all surfaces will receive an inspection blast to expose the bare steel. The presence of a tightly adherent intact layer of mil scale is likely to exist under the existing coating. The blasting operation must include the removal of all mil scale.

5. All interior roof plates, roof beams, roof support columns and ring girders exhibiting corrosion degradation must be ultrasonically inspected upon completion of the inspection blast to quantify the extent of metal loss. In cases where the metal loss exceeds 25% or the original thickness of the plate, beam or appurtenance, a California Registered Structural Engineer shall approve the need for repair and the type of repair intended for use. In the event that the plate, beam or appurtenance is replaced with a component of equal size and configuration, Structural Engineering approval is not required.

6. All interior floor surfaces shall be ultrasonically inspected on a 1 square foot grid pattern upon completion of the inspection blast. Since the below grade portion of the reverse side of the steel plates are not accessible, this inspection is intended to quantify the extent of corrosion degradation on both sides of the steel plates. All areas exceeding 50% metal loss shall be more closely inspected to determine and map the size of the deficiency. The installation of seal welded, ¼” steel plates shall be installed over the areas of corrosion degradation.

7. Upon completion of the ultrasonic testing operation and repair procedures, all surfaces shall receive a final blast to achieve an SSPC SP10 “Near White Metal” surface cleanliness with a minimum surface profile of 2.0 mils in the atmospheric zone and 3.0 mils in the emersion zone.

8. The known presence of existing irregular welds, abrasive edges, and weld splatter will require grinding to a smooth surface prior to coating application.

9. All properly blast cleaned surfaces above the high water line shall be coated with an NSF 61 approved multiple coat solvent based epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of an initial stripe coat thoroughly applied by brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 5 mils per coat shall be achieved. Total system thicknesses shall not be less than 10 mils DFT. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
a. Sherwin Williams 646PW shall be used for this application.

10. A NSF 61 approved caulking shall be applied to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.

11. All properly blast cleaned surfaces below the high water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. An average minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

a. Sherwin Williams Sherplate PW shall be used for this application.

12. High voltage holiday detection testing shall be employed in the emersion zone in accordance with AWWA D.102 and NACE SP0188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE certificated representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

13. All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in accordance with all regulatory requirements. Leachate test shall be performed on representative samples of the waste material prior to leaving the site. The leachate testing results shall be forwarded directly to the City. Upon receipt and authorization by the City, the Contractor shall properly dispose of waste materials.

14. Upon completion of the interior coating’s cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank and disposed in accordance with City requirements followed by the initiation of the tank disinfection process. The disinfection shall be performed in accordance with AWWA C.652 “Spray Method #2” recommendations.

15. Upon completion of the disinfection process, all access points shall be sealed and new gaskets installed as necessary. The sealing of the tank shall be done in the presence of the City and to the satisfaction of the City.
B. Exterior Coating Work Scope:

1. All newly installed exterior components or areas damaged during welding procedures shall receive surface preparation and coating application.

2. All intercoat edges shall be smoothly feathered prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.

3. Newly installed components and accessories shall receive a SSPC SP6 “Commercial Blast” surface cleanliness with a minimum surface profile of 1.5 mils.

4. Upon completion of proper surface preparation, one coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
   a. Sherwin Williams 646 or equal shall be used for this application.

5. One full coat of solvent based polyurethane shall be applied to all properly prepared surfaces. The polyurethane shall be applied to a thickness range of 2-4 mils.
   a. Sherwin Williams Hi-Solids Polyurethane or equal shall be used for this application.
   b. The City shall pre-approve the color selection.

6. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.

7. Application shall be accomplished by brush, roller or spray application. Overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the City.

C. Exterior Conditions and Work Scope

1. The exterior is exhibiting extensive oxidation which must be removed prior to coating application.

D. Structural Work Scope

1. The known degradation of most of the rafter connection bolts will require the replacement of these bolts as necessary.

2. All of the above noted work will require a review and approval from the in house California Registered Structural Engineer unless the entire
component is being replaced with components of equal size and configuration.

3. Additional steel plate patching will likely be required on side shell and floor surfaces. Although this work is not considered to be a structural repair, the patches must be comprised of A-36 carbon steel that is seal welded into place.

4. All welding must be performed by a Certified welded. Certificates shall be available for review and approval by the City.

E. Sanitary / Safety/ Security Work Scope:

1. Provide and Install new OSHA compliant flex cable safety climbs on the access ladder.

2. Provide and Install 6 (six) OSHA compliant tie off points on the tank roof at locations of the City's choosing.

3. Provide and Install OSHA compliant self-closing gate at the exterior ladder roof access.

4. Provide and Install all new cathodic protection full cover plate assemblies, including plate, bar, security bolts, and gasket.

5. Provide and Install a 12” blind flange on the existing drain pipe.

6. Modify the existing overflow to provide a compliant air gap and termination protection per DDW.

F. Site Issues

1. The site is located in a residential area with homes surrounding the tank access and tank site.

2. Dust collectors and overspray mitigation methods must be utilized to prevent dust, debris, or paint from reaching any of the surrounding residential properties.

3. The tank site access is limited. Contractor shall stage and structure activities in such a way where residents are not affected.

2.05 QUALITY ASSURANCE

A. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures and practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer and/or Inspector.
B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the Engineer or his designated representative. The Contractor shall be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.

C. The Contractor is responsible for verification of specification compliance through the employment of NACE and Lead Competent Inspectors. Inspection reports shall be compiled daily and reviewed by these inspectors and provided to the Engineer.

D. The Contractor is responsible for minimizing any disruption to the local residents. Equipment placement shall be designed to minimize noise and all non-hazardous debris (including water mist) must be contained within the perimeter of the site. Equipment placement and containment efficiency must be pre-approved by the Engineer prior to full scale production.

E. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-VIS 1, ASTM Designation D2200 and NACE Standard TM–01–70. Anchor profile for prepared surfaces shall be measured by using a non-destructive instrument such as a Keene-Tator Surface Profile Comparator or Testex Press-O-Film System.

F. Application: No coating or paint shall be applied; when the surrounding air temperature or the temperature of the surface to be coated or painted is outside of the published material manufacturers recommendations to wet or damp surfaces or in rain, snow, fog or mist; when the temperature is less than 5 deg F above the dew point; when it is expected the air temperature will drop below manufacturers recommendations, or less than 5 deg F above the dew point within eight hours after application of coating or paint. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalents.

G. If above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day’s coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.

H. Owner approval of Contractor’s damage prevention procedures and the Engineer’s (or his designees) presence on-site does not free the Contractor from responsibility for over spray damage or any other damage associated with the completion of the specified work scope.

I. Dehumidification and Ventilation: Dehumidification equipment must be operated on a continuing basis during all blasting, coating and curing operations, including shifts during which no work is being accomplished.
1. Ventilation system shall be furnished and installed by the Contractor. The Contractor shall make modifications to the ventilation system as required to ensure a safe working environment and proper removal of all solvent vapors. Upon completion of the final curing period, as determined by the Manufacturer, the Contractor shall remove the ventilation system.

2. Provide dehumidification and ventilation to establish and maintain the specified temperature, relative humidity, and dew point in the tank, and to provide the specified ventilation and dust control. Provide dehumidification and ventilation for entire tank interior. Tank shall not be partitioned for dehumidification purposes.

3. Provide dehumidification and ventilation continuously. For 24 hour prior to start of near white metal abrasive blasting and continuously throughout the near white metal abrasive blasting and coating applications. For 96 hours after final coat and all repairs are completed.

4. Dehumidification equipment shall be a solid desiccant (not liquid, granular, or loose lithium chloride) design having a single rotary desiccant bed capable of continuous operation, fully automatic with drip-proof electrical controller. Direct air heaters are not acceptable as dehumidification units. Heated air shall be dehumidified prior to introduction into the reservoir.

5. Relative humidity of processed air from dehumidification unit shall not exceed eleven percent.

6. Dehumidification equipment shall provide two complete air changes inside the reservoir every sixty minutes.

7. Areas adjacent to the surface that is to be blasted and coated shall not be exposed to a relative humidity greater than thirty-five percent at any time during blasting, cleaning, coating, or curing.

8. During the dehumidification process, and for 96 hours after final coat and all repairs are completed, an air temperature of 60 ºF minimum shall be maintained inside the reservoir. Heating equipment shall be furnished on site and operational during dehumidification process.

9. Provide exhaust air dust collector to prevent discharge of dust to outside air.

   a. Volume of discharged air shall be equal to the air being introduced into the tank by the dehumidification and heating requirements. During coating application, ventilated air shall be discharged at not less than one air change per hour.

   b. Dust collector filters shall be high-efficiency particulate air (HEPA) filters.
10. Place dehumidification equipment as close to reservoir manhole as possible.

11. Clean dehumidification filters prior to start of dehumidification and clean weekly thereafter.

12. Dehumidification tubing:
   a. Mechanically connected and sealed with duct tape at joints.
   b. Extend to the center of the reservoir and attach to a diffuser that will distribute air equally throughout reservoir.
   c. Have no dust or other foreign matter inside tubing.

13. Provide and maintain 24-hour recorded humidity and temperature measurements. Place humidity and temperature measuring devices/probes inside reservoir.

2.06 SAFETY AND HEALTH REQUIREMENTS

A. The potential presence of heavy metals in the existing exterior coating system and the inevitable disturbance of these coatings will require the Contractor’s strict compliance with OSHA 29CFR 1926.62 worker protection regulations.

B. The potential health concerns will require 100% containment of all generated debris in accordance with SSPC Guide 6. The disturbance of existing coatings as a result of exterior spot repair can be performed using power tools. These power tools must be designed to accomplish full containment and shall employ HEPA filtered vacuum attachments. On-site handling and temporary storage of hazardous debris shall be performed in accordance with SSPC Guide 7 and approved by the Engineer.

C. Access Facilities: All ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by the Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

D. Ventilation: Where ventilation is used to control hazardous exposure within the tank, all equipment shall be explosion-proof or industrial design and shall be approved by the Engineer. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist by ducting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air induction during blast cleaning and coating application operations is mandatory.

1. Ventilation system shall be furnished and installed by the Contractor. The Contractor shall make modifications to the ventilation system as required to ensure a safe working environment and proper removal of all solvent
vapors. Upon completion of the final curing period, as determined by the Manufacturer, the Contractor shall remove the ventilation system.

E. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzlemen shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respiratory and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.

F. Grounding: Blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.

G. Illumination: Spark-proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 “National Electric Code” for the atmosphere in which they will be used. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.

H. Toxicity and Explosiveness: The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. All regulations related to safety personnel and handling of such materials shall be strictly adhered to.

I. Protective Clothing: Coating and paint materials may be irritating to the skin and eyes. When handling and mixing coatings and paints, workmen shall wear gloves, eye shields and any other protective equipment deemed necessary.

J. Fire: During mixing and application of coatings and paints, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by the Contractor and kept at the jobsite during all operations.

K. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.

L. General sound levels for project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the Engineer.
2.07 COATING WORK GENERAL

A. All surface preparation, coating, and paint application shall conform to applicable standards of the Society of Protective Coatings, NACE International, American Water Works Association, AQMD and the manufacturer’s printed instructions.

B. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with and must be approved by the Engineer.

C. The Contractor shall maintain the same previously approved foreman/supervisor to be at the work site during all cleaning, application and disinfection operations. The supervisor shall have the authority to coordinate work and make other decisions pertaining to the fulfillment of their contract.

D. Contractor shall provide approved sanitary facilities for all Contractor personnel as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by Owner, and shall be removed prior to Contractor’s departure from the site at completion of the project.

E. Adherent dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finished surface must be removed by washing with clean rags dipped in a VOC approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.

F. The Contractor’s coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Contractor’s equipment shall be subject to approval by the Engineer.

G. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.

H. Application of the first coat shall follow immediately after completion of final surface preparation and dust removal operations.

I. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the Engineer.
J. Project is subject to intermittent shutdown if, in the opinion of the Engineer, any operations are creating a condition detrimental to the site personnel or adjacent property. In the event of emergency shutdown by the Engineer, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.

K. The Contractor shall provide, at his own expense, all necessary power for his operations under the contract.

2.08 SURFACE PREPARATION, GENERAL

A. The latest revision of the following surface preparation specifications of the Society of Protective Coatings shall form a part of this specification.

1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.

2. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools or power sanders.

3. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.

4. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.

5. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five% of each element of surface area is free of all visible residues.

6. Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil, where all surface staining is removed.

7. Commercial Grade Power Tool Cleaning to Bare Metal (SSPC-SP15): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil.

B. Abrasive blasting nozzles shall be equipped with “deadman” emergency shut-off nozzles. Blast nozzle pressure shall be a minimum of 95 P.S.I. and shall be verified by using an approved nozzle pressure gauge at each start-up period or as directed by the Engineer. Number of nozzles used during all blast cleaning operations must be sufficient to ensure timely completion of project.
C. All blast hose connections shall be taped with duct tape prior to pressurizing. All taped connections shall be visually inspected for leaks within five minutes after start of blast cleaning operations and at the end of blast cleaning operations. Leaking connections shall be immediately repaired.

D. Interior blast cleaning shall be by dry method unless otherwise directed.

E. Particle size of abrasives used in blast cleaning shall be that which will produce a minimum of a 3.0 mil surface profile, or as recommended of the manufacturer of the specified coating or paint system to be applied, subject to approval of the Engineer.

F. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer.

G. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the Engineer.

H. The Contractor shall keep the area of his work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the workers or the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense, as directed by the Engineer.

I. Blast cleaned and coated/painted interior surfaces shall be cleaned prior to application of specified coatings or paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as necessary to achieve a clean surface condition. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.

J. Prior to initiating the interior abrasive blasting operation, all sludge, silt and debris shall be removed from the interior of the tank. This debris shall be removed from the tank, transported and appropriately disposed at the Contractor's expense. Disposal location shall be approved by the Engineer. Disposal verification shall subsequently be provided.

K. Exterior surfaces (previously coated steel surfaces) shall be initially cleaned by a pressurized water wash-down procedure followed by spot cleaning of rusted areas in accordance with SSPC SP 3 requirements. The intent of the pressurized water wash-down is to remove all chalking and surface debris while insuring that the remaining coatings are sufficiently adherent to resist delamination during this procedure. If there proves to be hazardous constituency in the existing coatings, 100% of all debris generated during the wash-down and spot repair operations must be contained within an appropriately designed temporary containment structure. All onsite handling, storage and off-site disposal must be performed in accordance with SSPC Guide 7 recommendations and all regulatory requirements.
L. In the event that exterior surface preparation is performed while the tank is in service, the Contractor is responsible for insuring that residual water, dust, debris or any other by-product of the exterior surface preparation operation does not enter the tank. The Contractor shall seal all entry points such as hatches and vents but shall not compromise the designed ventilation capabilities of the tank. The Engineer reserves the right to put the tank back into service immediately upon completion of interior coating and curing. All costs related to sealing and protecting the tank interior as referenced above are the responsibility of the Contractor.

2.09 APPLICATION, GENERAL

A. Coating and paint application shall conform to the requirements of the SSPC Paint Application Specification SSPC–PA1, latest revision, for “Shop, Field and Maintenance Painting”, the American Water Works Association, AQMD and the manufacturer of the coating and paint materials printed literature and as specified herein.

B. Thinning shall only be permitted as recommended by the manufacturer and approved by the Engineer, and shall not exceed limits set by applicable regulatory agencies.

1. If Contractor applied any coatings which have been modified or thinned to such a degree as to cause them to exceed established VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and cost which may result.

C. Each application of coating and paint shall be applied evenly, free of brush marks, sags, runs and no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.

D. Protective coverings or drop cloths shall be used to protect surfaces not intended to be coated/painted. Personnel entering tank or walking on the exterior roof shall take precautions to prevent damage or contamination of coated or painted surfaces. If required by Engineer, personnel shall wear soft soled shoes, or shoe coverings approved by Engineer. Surfaces from which such material cannot be removed satisfactorily shall be repainted or recoated as required to produce a finish satisfactory to the Engineer.

E. All material shall be applied as specified herein.

F. All interior tank irregular surfaces shall receive a brush coat of the specified product prior to or during application of the prime coat. Coatings shall be brushed in multiple directions to ensure penetration and coverage. These areas include, but are not limited to, welds, nuts, bolts, edges, ladder stringers and ladder rungs.
G. Dehumidification and artificial heating/cooling is not a requirement of this project or this specification. The employment of such procedures shall be at the discretion of the Contractor. In the event that the Contractor chooses to implement these procedures, the Engineer will require submittals detailing the type of equipment to be used and the method of use. These submittals must include noise abatement procedures as required to completely eliminate any disturbance to the surrounding City. All costs associated with these procedures shall be borne by the Contractor and included in the base bid. Absolutely no extra charges for climate control will be approved by the Engineer.

H. At the conclusion of each day’s blast cleaning and coating operations, a 6” wide strip of blast cleaned substrate shall remain uncoated to facilitate locating point of origin for successive day’s blast cleaning operations. If dehumidification is employed or ambient conditions permit, this 6” strip shall remain at any point of material application.

I. Epoxy primed interior surfaces exposed to excessive sunlight (hatch and vent locations) or an excessive time interval beyond manufacturer’s recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient profile depth to assure a mechanical bond of subsequent coat.

J. In the event that exterior coatings are applied while the tank is in service, the Contractor is responsible for insuring that the surface temperature remains 5 degrees above the dew point during application and initial curing. The cost of all resulting delays shall be borne by the Contractor.

2.10 QUALITY CONTROL

A. All plural component coatings and paints shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.

B. All paints & coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Paints & coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.

C. Thinners shall be added to paints & coatings only as required in accordance with manufacturer’s printed literature. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.

D. Application shall be as directed by the manufacturer and approved by the Engineer. Drying time between coats shall be strictly observed as stated in manufacturer’s printed instructions. Interior epoxy coats shall be color differentiated.
E. Care should be exercised during interior tank spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All overspray shall be removed as directed by the Engineer.

F. All fugitive dust, debris and overspray generated during the interior tank surface preparation and coating application operations shall be confined within the tank or the containment structure. All venting through the roof vents must be controlled and 100% contained.

G. Care should be exercised during exterior operations to achieve an irregularity free and aesthetically pleasing paint system. Runs, sags and drips will be required to be smoothed and over-coated.

H. All fugitive dust, debris, water mist, roller spatter, dry spray and overspray generated during the exterior surface preparation and coating application operations shall be confined within the containment structure.

2.11 FINAL CURING

A. Upon completion and acceptance of the interior epoxy coating system, the Contractor shall furnish an approved exhaust fan or blower of sufficient capacity to ensure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer, shall be installed and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system.

B. Operation and maintenance of blower during curing operations shall be the responsibility of the Contractor. This responsibility includes verification of safe operation and re-fueling. The blower operation or verification process must not present a disturbance to the surrounding City.

3.00 INSPECTIONS AND EMERGENCY SERVICES

In addition to the initial renovation, the Contractor shall professionally inspect tanks in accordance with the State of California Waterworks Standard and the AWWA M42 Steel Tank Maintenance Manual. There are two types of conditional inspections as detailed below.

3.01 VISUAL INSPECTIONS

The Visual Inspection is the most basic of tank inspections. It involves the tank remaining in service and the inspection taking place from the ground and by climbing the tank. The interior will be assessed through roof hatches by means of cameras and high power lights. The visual inspection includes the following:

A. Coatings: The interior and exterior coatings will be inspected for signs of coatings deterioration and failures. Coating thickness readings and adhesion...
tests will be performed to determine overcoat viability for the exterior and the interior coating integrity.

B. Structural Inspections: The inspection will identify obvious structural deficiencies such as deformation or deterioration of plates, rafters, earthquake rods, fasteners, and connation bolts. Foundation anomalies such as gravel washout, obvious concrete cracking or spalling, and floor undercutting will also be noted.

C. Instrumentation Inspections: Inspect liquid level indicators, floats and miscellaneous mechanical equipment to verify they are functioning properly.

D. Site Security Inspections: Inspect the site perimeter and tank for evidence of unauthorized access. Inspect the tank side shell and roof for evidence of vandalism. Verify access hatches are locked with tamper-proof lock assemblies and the ladder gate assembly is uncompromised.

E. Sanitary Inspections: Sanitary inspection includes visual observation to identify any; oil and grease accumulation on the interior walls, graffiti, rust streaking and discoloration and water stains. Tank vents, flap gate or rubber check valves, and the grating or overflow screen (if applicable) at the end of the overflow / drain pipes and other openings.

F. Safety Inspections: Inspect all ladders and railings at the facility for noticeable metal loss, severe corrosion, and missing or loose bolts and nuts. These may include; tank interior and exterior access ladders, and extension safety posts on ladders, platforms, and railings. Inspect safety cages, cables, and fall protection devices and connections on the tank ladders and roof. Verify non-compliance of tank configuration with OSHA 29 CFR 1910 and CFR 1926 requirements.

G. Housekeeping Inspections: Inspect for debris and trash found on-site, including any trash found at the end of the tank overflow piping. Note any small diameter rocks, trash, or debris found on the tank roof.

3.02 11 MONTH WASHOUT INSPECTION

The washout inspections must be performed 11 months after the tank has received a full renovation or as deemed possible based on operational constraints as agreed to by City. In the event that operational constraints preclude the performance of a washout conditional inspection, an underwater or robotic conditional inspection will be substituted.

The disinfection procedures detailed in the C.652 Standard stipulates that the tank shall be de-watered and free of sediment and debris prior to the employment of the selected disinfection procedure. On this basis, cyclical Washout Conditional Inspections are recommended to be performed with Professional Visual Conditional Inspections performed annually in the interim between washout Conditional Inspections.
These conditional inspections are more specifically defined as follows:

The washout conditional inspection is conducted by an expert licensed washout crew and requires that the tank be drained as fully as possible. All crews shall have air monitors, fall protection equipment, adequate lighting and employ proper confined space procedures. The crew documents and subsequently removes any residual water, sediment; sludge and debris that have collected in the tank followed by a ground based pressurized water wash-down (3,500 psi minimum) of all accessible areas. Once the tank has been cleaned, the coating integrity is evaluated through adhesion testing (if necessary), dry film thickness verification, and visual uniformity inspections. The extent and severity of corrosion degradation is also determined. Ultrasonic plate thickness verifications can be made in areas of severe corrosion degradation with emphasis on the tank floor.

All conditional inspections are photographically documented and supplied to the tank owner in formal report form. The final stage of the process is to replace the man-way gasket as needed and to disinfect the interior per AWWA C.652 Spray Method #2.

During the washout conditional inspections, localized interior coating repairs or exterior coating repairs required due to vandalism or normal deterioration will be completed by contractor. With the tank drained proper SSPC-SP surface preparation can be performed prior to coating application. Fast curing or underwater curing epoxy coatings possessing NSF 61 approval will be used for all interior repairs thereby permitting the tank to be returned into service immediately upon completion of the work.

This conditional inspection is conducted by an experienced tank inspector equipped with adequate lighting and employing proper confined space entry and fall protection equipment. The conditional inspection is performed with the tank in-service with access provided through the roof hatch. The conditional inspection is to determine:

A. Interior/Exterior Coating System Conditions.

In addition to determining the current conditions of the interior and exterior coating systems, prior reports are reviewed to determine the progression rate of defect conditions and identify the urgency of repair.

B. Existing Regulatory Compliance.

Verifying and documenting that the tank is compliant with regulatory requirements including but not Modified to the following:

- Fall Protection
- Confined Space Entry Details
- Vent Screen Integrity
- Overflow Termination Screen/Flapper
- OSHA compliance
- Unprotected Openings
C. Structural Anomalies.

Verifying that the roof structure is intact with no rafter attachment compromises, rafter warping or plate deformations. Previous report review is important in this operation.

D. Areas Requiring Repairs or Complete Rehabilitation.

Verifying the extent, severity, and progression rate of defect areas and identifying an appropriate work scope and scheduling.

3.03 EMERGENCY SERVICES

Additionally included is the employment of an “all inclusive” emergency repair program. This includes comprehensive repairs for unforeseen incidents such as those detailed below:

- Malfunctions such as level indicator inaccuracy.
- Acts of vandalism such as graffiti, bullet impacts, rock throwing, or other such damage.
- Vent screen damage.

Offensive graffiti or tank damage/malfunctions that impact the serviceability of the tank will be immediately scheduled upon notification. Crews will be on-site in less than 24 hours under these circumstances. Less critical damage will be abated within 30 days or at the next scheduled annual inspection in accordance with tank owner requests.

Due to the natural aging process and eventual failure of the coating systems the Contractor shall provide coating repairs as part of the inspections. The inclusion of interior and exterior coating repair cycles in combination with the annual conditional inspections and cyclical washouts is to insure that the existing coating system continues to provide uncompromised barrier protection and that the coating system is repaired or replaced prior to the onset of catastrophic failure and the initiation of corrosion degradation.

3.04 CLEANUP

Upon completion of the work, all staging, protective plastic, tape, and containers shall be removed from the site in a manner approved by the Engineer. Coating spots upon adjacent surfaces shall be removed and the entire jobsite cleaned. All damage to surfaces resulting from the Contractors work shall be cleaned, repaired, or refinished to the complete satisfaction of the Engineer at no cost to the City. Upon final project completion, the site shall be returned to its pre-work condition.

3.05 OMISSIONS

Care has been taken to delineate herein those surfaces to be repaired, replaced, coated, and painted. However, if requirements have been inadvertently omitted
from this section or any other section of the specification, it is intended the subject tanks be rehabilitated to achieve a structural condition commensurate with their “as new” condition. The coating and painting operations shall also achieve final conditions commensurate with the tanks “as new” condition. All work shall be in full compliance with all Federal State and local requirements regardless of their specific inclusion into this document.

3.06 INSPECTION REPORTS

A. Upon completion of the work on each tank, a comprehensive narrative and photographic report shall be provided to the City that depicts all equipment, methods and procedures used in the satisfactory completion of this work. Before and after photographs shall be included along with in process photographic documentation.

B. Comprehensive photographic and narrative reports shall also be provided to the City upon completion of the 11 month washout inspection.