

CITY OF PETALUMA

Post Office Box 61 PETALUMA, CA 94953-0061

Kevin McDonnell Mayor

Brian Barnacle Janice Cader-Thompson Mike Healy Karen Nau **Dennis Pocekay** John Shribbs Councilmembers

ADDENDUM NO. 1

Hardin Lane Tank Recoating Project C67502328

May 3, 2024

This Addendum No. 1 modifies the Bidding Documents for the Hardin Lane Tank Recoating Project C67502328. This Addendum shall become part of the Contract and all provisions of the Contract shall apply thereto. Bidders shall acknowledge all Addendums in the Bid Schedule.

GENERAL NOTE

Please refer all questions to Mary White at <u>mwhite@cityofpetaluma.org</u> and CC dherrera@cityofpetaluma.org.

Public Works & Utilities

City Engineer 11 English Street Petaluma, CA 94952 Phone (707) 778-4303

COVER PAGE CHANGE

Cover Page – Page 1 – **DELETE** "Dan Herrera". **REPLACE** with "Mary White".

NOTICE INVITING BIDS CHANGE

Environmental Services Ellis Creek Water Recycling Facility 3890 Cypress Drive Petaluma, CA 94954 Phone (707) 776-3777

Fax: (707) 656-4067

Notice Inviting Bids – Section 3 Completion of Work – Page 1 – **DELETE** "90" and **REPLACE** with "135".

Notice Inviting Bids – Section 19 Government Code Section 1090 – Page 6 – Under Name, **DELETE** "Dan Herrera" and **REPLACE** with "Mary White". Below Address, **ADD** "Email: mwhite@cityofpetaluma.org". Under Phone, DELETE "(707) 778-4589" and REPLACE with "(707) 368-4557".

Parks & Facility Maintenance

840 Hopper St. Ext. Petaluma, CA 94952 Phone (707) 778-4303 Fax (707) 206-6065

SITE VISIT AFFIDAVIT CHANGE

DELETE this document in its entirety and do not include it with when submitting bid documents.

SPECIAL PROVISIONS CHANGE

Transit Division

555 N. McDowell Blvd. Petaluma, CA 94954 Phone (707) 778-4421

<u>Special Provisions – Section 3 – 6 Project and Construction Area Signs – Page 3 – DELETE</u> the listed project sign and REPLACE with the project sign that is found in the updated Special Provisions attached.

Utilities & Field Operations 202 N. McDowell Blvd.

Petaluma, CA 94954 Phone (707) 778-4546 Fax (707) 206-6034

E-Mail: publicworks@ cityofpetaluma.org <u>Special Provisions – Section 3 – 32 Coating Schedule</u> – Page 18 – <u>**DELETE**</u> "The Contractor shall provide a schedule that ensures all coating work will finish before the rainy season begins." And **REPLACE** with "The Contractor shall provide a schedule that ensures all coating work will finish before October 15th, 2024."

TECHNICAL CLARIFICATION TO CONTRACTORS – QUESTION AND RESPONSE

Question #1: Clarification is requested regarding full seal weld on roof plates for Bid Alternative A. The last 3 feet closest to knuckle will be difficult to seal weld and could cause buckling of the knuckle. Please confirm requirement.

Response #1: Seal welding shall be performed over as much of the underside seams as possible. There may be some seams over top of rafters that are impossible to access, and those may be left unsealed with the approval of the City inspector or engineer. Warping of knuckle due to seal welding can be avoided through proper care and technique; minor warping will not affect tank performance.

Question #2: Are SSPC QP1 and QP2 requirements for coating necessary?

Response #2: Yes, per contract specifications 09 97 14 1.05 C 3.

Question #3: Will bidders have access to an inspection dive report?

Response #3: The referenced dive report has been included with this addendum. See appendix.

Question #4: What items are being replaced in the valve vault?

Response #4 Per sheet 6 Details AC and CV, the following will be replaced: 6" flanged gates valves, 6" altitude control valve, 6" flanged coupling adapter, 16" check valve, 16" flanged spools, 16" flanged butterfly valves to handwheel operated butterfly valves, flanged coupling adapter, 3" combination air release valve. The Contractor shall consider all piping, hardware, fittings, valves, and appurtenances shall be removed and replaced. Pipes penetrating through vault wall to existing flanges or plain ends are to remain but may require modification to fit new appurtenances.

Question #5 Is there on-site water available?

Response #5 There is no hydrant in the immediate vicinity of the project. Contractor will need to obtain a hydrant meter from the City for installation at a nearby hydrant. Otherwise, Contractor may elect to make their own arrangements such as providing an on-site water tank or a temporary connection to the mains in the vault.

Question #6 Is on-site electricity available?

Response #6 There is one spare 30A, single-pole breaker available for Contractor's use. Contractor should expect to provide his own electricity for applications requiring greater power demands.

Question #7: What is the approved method of coating removal?

Response #7: Coating removal methods are indicated in specifications section 09 97 14 1.12 Environmental Requirements, subpart H. Also see the same section, 3.06 Climate Control, and Air Quality Protection.

Question #8: Is removing a door plate necessary for the project?

TECHNICAL CLARIFICATION TO CONTRACTORS – QUESTION AND RESPONSE

Response #8: The removal of the door plate is considered normal practice for access to the interior of the tank. A bid item has been set for this purpose. The Contractor may, with the approval of the engineer, perform the work without the need for removal of the door plate at their discretion. If the door plate is not removed, the bid item will not be paid as part of the contract. The door plate bid item shall include all work for removal and replacement of door plate including all labor, materials, inspections, and incidentals.

Question #9: Is it mandatory to visit the site? Notice Inviting Bids indicates no pre-bid conference/site visit will be held. A Site Visit Affidavit form is included in the Contract Documents.

Response #9: No pre-bid site visit will be required. The site visit affidavit is removed from the Contract Documents.

Question #10: Please provide a detailed description of the site, photos and as-builts.

Response #10: Hardin Lane Tank is located approximately 1,750 feet down Hardin Lane in Petaluma, CA. It is secured behind a locked gate and is not accessible to the public. Beyond the gate, the tank is located on a hill that can be accessed by a one-way, steep, curved, asphalt road. The road is about 15 feet wide. When reaching the tank, the road widens towards the left to about 40 feet wide until reaching about half of the tank where the road switches to a one-way width of 15 feet.

The photos of the site are attached.

The as-builts are attached.

This Addendum No. 1 shall become part of the Contract and all provisions of the Contract shall apply thereto.

City of Petaluma,

Mary White

Assistant Engineer II

Public Works & Utilities Department

Masy White

Attachments:

Revised Cover Page

Revised Notice Inviting Bids

Revised Special Provisions

Hardin Lane Tank 2022 Dive Report

Hardin Lane Tank As-Builts

Hardin Lane Tank Site Photos

A signed copy of this Addendum and the attached acknowledgement form shall be attached to the bid proposal. Failure to do so may cause rejection of your bid as being non-responsive.

ADDENDUM NO. 1

Hardin Lane Tank Recoating Project C67502328

May 3, 2024

ACKNOWLEDGEMENT

Receipt of Ad	dendum No. 1 is hereby a	cknowledged by		(Contractor's Name)
on the	day of	, 2024.		
		Ву:	Signature	
			Title	
			Company	

CITY OF PETALUMA PETALUMA, CALIFORNIA

CONTRACT DOCUMENTS FOR

HARDIN LANE TANK RECOATING PROJECT C67502328

(Notice Inviting Bids, Instructions to Bidders, Bid Forms, General Conditions, Special Provisions, Technical Specifications, Construction Agreement, Bond Forms, Project Drawings)

CITY PROJECT NO. C67502328

CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA

Questions concerning interpretation of improvement plans, special provisions, contract documents and bid items shall be directed to:

Department of Public Works and Utilities 202 N. McDowell Boulevard Petaluma, CA. 94954 Phone: (707) 778-4546 Fax: (707) 206-6034

Attention: Mary White

Office Hours: Monday thru Thursday - 8:00 to 5:00 p.m. Friday - 8:00 to 4:00 p.m.

Bid Opening: Thursday May 23, 2024 at 2:30 p.m.

NOTICE INVITING BIDS

- 1. **RECEIPT OF BIDS**: Sealed Bids will be received at the office of the City Clerk of the City of Petaluma located at 11 English Street, Room 4, Petaluma, CA 94952-2610, until 2:30 PM (enter time) on Thursday, May 23rd, 2024, for the Hardin Lane Tank Recoating Project C67502328. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
- 2. **OPENING OF BIDS**: The Bids will be publicly opened and read at 2:30 PM (*enter time*) on Thursday, May 23, 2024 at the above-mentioned office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
- 3. **COMPLETION OF WORK**: The WORK must be completed with <u>135</u> working days after the commencement date stated in the Notice to Proceed.
- 4. **DESCRIPTION OF WORK**: The WORK includes The work generally includes removing all interior and exterior tank coatings, preparing all steel surfaces, and recoating per the specifications. Tank improvements will include the addition of steel handrailing on the roof, new roof vents, replacement of the level indicator, replacement of the interior ladder, replacement of roof rafter ties and minor piping improvements. Control and isolation valves will be replaced in the valve vault next to the tank. Electrical work will include a new electronics cabinet, intrusion switches and site lighting.
- **5. SITE OF WORK**: The site of the WORK is located: 1,750 feet down Hardin Lane, Petaluma, CA.
- **6. OBTAINING CONTRACT DOCUMENTS**: The Contract Documents are entitled "Hardin Lane Tank Recoating Project C67502328".

The Contract Documents may be obtained by 4:00 P.M., Monday through Thursday at the office of Public Works & Utilities, 202 North Mc Dowell Boulevard, Petaluma, CA 94954.

If you would like to receive the bid document via the CITY's website, at no cost, please go to:

- https://cityofpetaluma.org/bid-opportunities-2/
- Fill out the Plan Holder's form by clicking on the Plan Holder's form link
- Fill in all fields
- Click on the submit button at the end of the form

Submit the Plan Holder's form on-line automatically puts you on the CITY's Bidders List and you will be notified of any Addendums or information pertaining to the bis by email.

If you would like to purchase bid documents, please call Phone No. <u>707-778-4548</u>, Attention: <u>Tiffany Avila</u>, upon payment of \$25.00 (non-refundable) for each set of Contract Documents (including technical specification and accompanying reduced scale drawings).

request and expense, the Contract Documents may be sent by overnight mail.

□ Full-scale drawings are not available.

□ If full-scale drawings are available and desired, they may be purchased at reproduction cost from Digitech, 1340 Commerce St., Suite K, Petaluma, CA. 94954, (707) 769-0410.

The scale of the reduced drawings is about one-half of the original scale. At the Bidder's

- 7. BID SECURITY: Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10% percent of the Total Bid Price payable to the City of Petaluma as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement the Bidder's security shall be forfeited to the CITY.
- **8. CONTRACTOR'S LICENSE CLASSIFICATION**: In accordance with the provisions of California Public Contract Code Section 3300, the CITY has determined that the CONTRACTOR shall possess a valid Class <u>A or C-33</u> license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award pursuant to labor Code Section 1725.5, subject to limited legal exceptions.
- 9. PREFERENCE FOR MATERIAL: Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal" or "or equivalent" is intended only to indicate quality and type of item desired. Substitute products will be considered prior to award of the Contract in accordance with Section 3400 of the California Public Contract Code. The Bidder will submit data substantiating its request for a substitution of "an equal" item within 14 days following submission of its Bid. Substantiation date will conform to the requirements of the instructions for Proposed Substitutions of "or equal" items contained in the bid Forms. The ENGINEER will make a determination of approval of rejection of the proposed substitution prior to the award of the Contract. No request for substitution of "an equal" items will be considered by the ENGINEER after award of the Contract. 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).
- 10. REJECTION OF PROPOSALS: The CITY reserves the right to reject all or any part of all bids submitted, waive informalities and irregularities, and will not, to the extent allowed by law, be bound to accept the lowest bid.
- **11. BIDS TO REMAIN OPEN**: The Bidder shall guarantee the total bid price for a period of 90 calendar days from the date of bid opening.

12. CALIFORNIA PREVAILING WAGE RATE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770,1773, 1773.1, and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the WORK is to be performed. A copy of said wage rates is on file at the office of the City Clerk and is available to any interested party upon request. A copy of the prevailing rate of per diem wages are also 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. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workers employed by them in the execution of the WORK. The Contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations under labor Code Section 1771.4. Additionally, CONTRACTOR shall post job sit notices s required by Labor Code section 1771.4.

13. LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE

§1771.1: A contractor of subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time contract is awarded.

14. RETAINAGE FROM PAYMENTS: The CONTRACTOR may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Alternatively, the CONTRACTOR may request, and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investments of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms as provided in Section 22300 of the Public Contract Code for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expense incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or their designee and the escrow agent. Upon satisfactory completion of the WORK, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. Such securities, if deposited by

the CONTRACTOR, shall be valued by the CITY, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters or credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

15. PAYMENT BOND: Pursuant to and in accordance with California Civil Code Section 9550, a payment bond must be filed if the expenditure for the WORK is in excess of Twenty-Five Thousand Dollars (\$25,000.00).

BID CONFERENCE VISITS: [At least one box below MUST be checked]
Check if no pre-bid conference/site is to be held.
required to attend a mandatory pre-bid conference/site visit at (enter time) on , at the , offices at . Prospective bidders that fail to attend the mandatory pre-bid conference/site visit will be ineligible to bid on the project. Following the conference at City offices,
City staff and prospective bidders will meet at the project Site.
Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements and to acquaint bidders with Site conditions.
No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the City may respond to such questions by addenda.
Non-Mandatory pre-bid conference/site visit to be held: Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit at (enter time) on at the . Following the conference City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements, and to acquaint bidders with Site conditions.
No information communicated at the pre-bid conference/site visit may

amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the CITY may respond to such questions by addenda.

- **17. PROJECT ADMINISTRATION**: All communications relative to the WORK shall be directed to the ENGINEER prior to opening of the Bids.
- 18. FINDING OF SUBSTANTIAL COMPLEXITY: Pursuant to Public Contract Code Section 7201(b)(3) the CITY's Public Work's Director has found that the WORK is substantially complex due to: the amount of technical and scientific knowledge needed to complete the project; the amount of resources needed to complete the project including amount of days, workers, and labor; the urgency for project completion; the amount of tasks needed to complete the project; the number of organizational stakeholders needed to satisfy; the environmental complexity of the conditions; and in particular the specialty contractor work and skills needed to complete the project (multidisciplinary components such as electrical, mechanical, instrumentation and controls, and structural; requires special skills and equipment to perform steel tank welding and coating); the size and impact of the project (1-million gallon tank); and therefore this is a unique project that is not regularly performed and requires a higher retention amount than 5 percent.

Notwithstanding Public Contract Code Section 7201 or any other law or regulation that purports to provide otherwise, public contracting is a quintessential municipal affair, subject to charter cities' home rule power, and the California Constitution grants charter cities supreme authority over municipal affairs, which include public Works, procurement, and the mode of municipal contracting (See, Public Contract Code Section 1100.7 and e.g., Bishop v. City of San Jose (1969) 1 C3rd 56)., and it is the courts, not the legislature, that determines which matters are municipal affairs (see, e.g., *California Federal Savings and Loan v. City of Los Angeles* (1991) 54 C3d 1): and

Article X, Section 67 of the Petaluma Charter provides in pertinent part:

...no progressive payments can be provided for or made at any time which, with prior payments, if there have been such, shall exceed in amount at that time ninety percent of the value of the labor done and the materials used up to that time, and no contract shall provide for or authorize or permit or permit the payment of more than ninety percent of the contract price before the completion of the work done under said contract and the acceptance thereof...; and

City charters are documents of limitation and a restriction on the City Council's powers imposed by the voters (see, e.g., *City of Glendale v. Trondsen* (1957) 48 C2d 93) and, as a result, the City Council's contracting power is limited by the retention requirement in Article X, Section 67, and the City Council and City Council and City staff lack the power toprovide for public works contract retention other than as specified in the City Charter.

19. GOVERNMENT CODE SECTION 1090: The successful Bidder may be precluded from competing for, or participating in, subsequent contracts that result

from or relate to the WORK performed pursuant to this Bid. The ethics laws that apply to the City and all its consultants, contractors, and vendors include California Government Code Section 1090 and following, which prohibits government officials, employees, and contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. Because City contractors always have a financial interest in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

NAME: Mary White

ADDRESS: Department of Public Works and Utilities

202 North McDowell Boulevard

Petaluma, CA 94954

EMAIL: mwhite@cityofpetaluma.org

PHONE: (707) 368-4557

20. CITY'S RIGHTS RESERVED: The CITY reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the CITY.

CITY: Petaluma

BY:

DATE: April 18, 2024

END OF INVITING BIDS

SECTION III.

SPECIAL PROVISIONS

- 3-1. <u>DESCRIPTION OF WORK</u> The Hardin Tank Rehabilitation Project includes removing all interior and exterior tank coatings, preparing all steel surfaces, and recoating per the specifications. Tank improvements will include the addition of steel handrailing on the roof, new roof vents, replacement of the level indicator, replacement of the interior ladder, replacement of roof rafter ties and minor piping improvements. Control and isolation valves will be replaced in the valve vault next to the tank. Electrical work will include a new electronics cabinet, intrusion switches and site lighting. Additional work may include bid alternate(s) such as seal welding roof plates or seal welding rafters.
- 3-2. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS If the CONTRACTOR discovers any errors, omissions, discrepancies, or conflicts in the Contract, he/she shall immediately inform the ENGINEER in writing. The ENGINEER will promptly resolve such matters by issuing addenda or change orders. Failure to act or delay on the part of the ENGINEER shall not constitute a waiver of any right afforded the CITY or the ENGINEER by the Contract or constitute an implied approval. Any work affected by such discoveries that is performed by the CONTRACTOR prior to authorization by the CITY shall be at the CONTRACTOR'S risk.

Unless otherwise noted below, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a change order or an addendum, if required. Addenda and change orders bearing the most recent date shall prevail over addenda or change orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly.

In resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

- 1) Change Orders/Addenda (most recent in time takes precedence)
- 2) Agreement and Bond Forms
- 3) Special Provisions
- 4) Technical Specifications
- 5) Drawings
- 6) Standard Specifications (Current Caltrans Standard Specifications)
- 7) General Conditions
- 8) Instructions to Bidders
- 9) CONTRACTOR'S Bid (Bid Form)
- 10) Notice Inviting Bids
- 11) Permits from other agencies as may be required by law.

3-3. <u>COOPERATION</u> - Attention is directed to Sections 5-1.20, "Coordination with Other Entities", and 5-1.36D, "Nonhighway Facilities", of the Standard Specifications and these special provisions.

The CONTRACTOR shall not adjust gas, electric, television cable, telephone, and Sonoma County structures. The CONTRACTOR will notify each agency who will be in turn adjust their own structures at least seven (7) working days prior to covering/burying these facilities at no cost to the CITY. Failure to do so shall result in the CONTRACTOR being liable for the utility agencies' claims.

3-4. <u>OBSTRUCTIONS</u> - Attention is directed to Sections 5-1.36D, "Non-highway Facilities", and 15, "Existing Facilities", of the Standard Specifications and these special provisions.

The CONTRACTOR's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the CONTRACTOR to protect the health, safety, and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts.

The CONTRACTOR shall notify the ENGINEER and the appropriate regional notification center for operators of subsurface installations at least 5 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire, or other structure. Regional notification centers include but are not limited to the following:

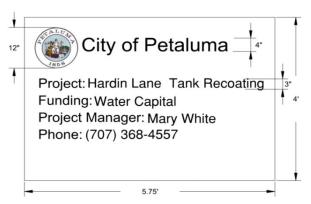
Underground Service Alert Northern California (USA) Telephone: 811

If the CONTRACTOR's certain operation is delayed, in the opinion of the ENGINEER, by the discovery of an underground utility not indicated on the plans or not marked by USA, the CONTRACTOR shall be paid a fair and reasonable compensation for the actual loss. Actual loss shall be understood to include no items of expense other than idle time of equipment exclusively used in such operation and necessary payments for idle time of labor exclusively required for such operation only, determined as follows:

- 1) Compensation for idle equipment shall be applied at the reduced Caltrans' Equipment Rental Rates where the right of way delay factor for each classification of equipment shall be applied to such equipment rental rate. No markup shall be applied for overhead or profit.
- 2) Compensation for idle time of labor shall be actual wages paid to the workers. No markup shall be added for overhead and profit.

- 3) The time for which such compensation will be paid will not exceed eight (8) hours for each incident.
- 4) The CONTRACTOR shall be granted an extension of time for the delay.
- 5) No monetary compensation will be allowed for delays due to utilities indicated on the plans or marked by USA.
- 3-5. ORDER OF WORK The CONTRACTOR shall submit a work plan to the City for review and shall identify proposed order of work to maximize efficiency of construction, minimize impact to the community and maintain safety.
- 3-6. <u>PROJECT AND CONSTRUCTION AREA SIGNS</u> Project sign and construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications.

Two (2) project signs with a minimum dimension of 3'X4'X3/4" plywood bolted to an A-frame barricade shall be furnished, installed and moved from site to site by the Contractor. Letters and numbers shall be black on a white background. The sign information shall be as shown below:



The signs shall be approved prior to fabrication and posted as directed by the Engineer.

All costs involved in purchasing and installing construction area and project signs shall be considered as included in the Lump Sum price paid for Traffic Control System.

3-7. <u>MAINTAINING TRAFFIC</u> – Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Standard Specifications and the City of Petaluma Traffic Control Design and Construction Standards Series 700. Nothing in these special provisions shall be construed as relieving the CONTRACTOR from his/her responsibility as provided in said Section 7-1.04.

The Contractor will minimize disruption to all traffic (vehicular, transit, bicycle, and pedestrians) during the allowed work window. During construction, bicyclists will either share the road with vehicular traffic in a signed detour or be provided separate access. In addition, pedestrian access will be maintained at all times during construction. The Contractor shall provide temporary pedestrian curb ramps and clearly mark the temporary crosswalks. The pedestrian path shall be clear of any debris and meet ADA requirements. Driveway access to schools, residents, and businesses will also be maintained at all times.

Lane closures shall conform to the provisions in the section of these special provisions entitled, "Traffic Control System for Lane Closure".

At least five (5) working days prior to beginning of each phase of construction (i.e., piping installation, paving, pavement repair, concrete construction, etc.), the CONTRACTOR shall:

- A. Notify all adjacent residents, businesses, City of Petaluma Police and Fire, Green Waste Recovery (residential refuse service company), Waste Management Company (industrial refuse service company), and Petaluma Transit by written notices detailing the type, limits, date, and the hours of work. Details of the notice shall be submitted to the ENGINEER for review and approval at least five (5) days prior to delivering these notices.
- B. Where required, post streets with temporary "No Parking/Tow Away" signs at 100-foot intervals at least 72 hours in advance. These signs shall be furnished by the CONTRACTOR and shall state the date; day of week and hour parking is prohibited.

Illuminated traffic cones when used during the hours of darkness shall be affixed or covered with reflective cone sleeves as specified in Section 12-3.10, "Traffic Cones", of the Standard Specifications.

Full compensation for temporary delineation shall be considered as included in the prices paid for the contract in terms of work which obliterated the existing delineation, and no separate payment will be made therefore.

When working in or blocking any intersection, the CONTRACTOR shall provide flag persons to direct traffic at that intersection. This is in addition to other required flag persons.

Personal vehicles of the CONTRACTOR's employees shall not be parked on the traveled way, including any section closed to public traffic. The CONTRACTOR, at all times, shall provide flag person(s) to direct delivery trucks and CONTRACTOR's vehicles entering or leaving the public traffic.

The CONTRACTOR shall notify the City of Petaluma of his/her intent to begin work at least 5 days before work is begun. The CONTRACTOR shall cooperate with local authorities relative to handling traffic through the area and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a

telescoping flag tree with flags. The flag tree shall be placed where directed by the ENGINEER.

A minimum of one (paved) reversible traffic lane, not less than 10 feet wide, shall be open for use by public traffic in with minimal delays, flaggers, adequate traffic control, and signing. *Flashing arrow boards shall be required for any lane closures*.

<u>Day work:</u> No work and/or preparation of work shall be performed between 6:00 p.m. and 7:00 a.m. unless approved by the ENGINEER in writing, except work required under said Sections 7-1.03 and 7-1.04 of the Standard Specifications or specified elsewhere in the special provisions.

<u>Night work:</u> Other than emergency work, there will be no night hours allowed for work on this project.

Except as otherwise provided, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, after 5:00 p.m. on Fridays, on designated legal holidays, during the holiday shutdown period (in applicable areas), and when construction operations are not actively in progress.

Designated legal holidays and the holiday shutdown period are outlined in "Hours of Work" of these Special Provisions.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the CONTRACTOR if in the opinion of the ENGINEER public traffic will be better served and the work expedited. Such deviations shall not be adopted until the ENGINEER has indicated his/her written approval. All other modifications will be made by contract change order.

Ten (10) working days prior to commencing construction which will affect existing traffic, the contractor shall submit for review by the Engineer, a Traffic Control Plan on 11"x17" or 22"x34" sheet(s) of paper which contains only information specially related to work zone traffic control. If the Contractor proposes to use the latest edition of California Department of Transportation Manual of Traffic Controls for Construction and Maintenance of Work Zones in lieu of a traffic control plan, in specific work operations, he/she shall submit in writing for consideration which Typical Application Diagram will be used for each work operation. No work shall commence on Public / County / State right of way until a traffic control plan is approved and implemented.

In addition to the traffic control plan, the Contractor shall submit a haul route for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project. Temporary staging of construction materials shall not occur on streets or areas that are not within the immediate limits of the project.

The Traffic Control Plan shall contain a title block which contains the contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgement by the City.

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

- A. Show location and limits of the work zone for each phase or specific operation of construction if requiring different traffic control.
- B. Give dimensions of lanes affected by traffic control that will be open to traffic.
- C. Indicate signing with MUTCD designation, cone placement (including spacing), changeable message signs, flashing arrow boards, pavement markings, and other methods of delineation and reference to appropriate standards and sign designations.
- D. Dimension location of signs and cone tapers.
- E. Location of any and all flagmen, if applicable.
- F. Identify side streets and driveways affected by construction and show how they will be handled.
- G. Show how pedestrian and bicycle traffic will be handled through the construction site during all hours including edge grinding operation.
- H. Show locations of nighttime lighting if applicable.
- I. Modification to Traffic Signal operations in the vicinity of the project. Contractor shall be responsible for making arrangements with the City's Traffic Signal Technician at least 48 hours in advance before starting any work in or nearby a signalized intersection if any signal operations need to be modified.
- J. Separate Traffic Control Plans shall be prepared for each phase of a construction project and shall be submitted for City's review and approval.

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

Residents, businesses, delivery to businesses, and customer parking shall be notified in writing by the Contractor at least five (5) calendar days prior to any activity that will impact access to their property.

The City of Petaluma Traffic Control Design and Construction Standards (Series 700) shown elsewhere in these specifications are guidelines only. The CONTRACTOR is not relieved from his/her responsibility for submitting his/her own traffic control plan.

The CONTRACTOR's failure to comply with the requirements of this section will be sufficient cause for the ENGINEER to suspend work at no cost to the City.

All costs involved for completing all work described in this section shall be considered to be included in the contract price paid for Traffic Control System and no additional compensation shall be allowed therefore.

3-8. TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE - A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the City of Petaluma Traffic Control Design and Construction Standards Series 700, the provisions

of Section 12, "Temporary Traffic Control", of the Standard Specifications, and the provisions under "Maintaining Traffic" elsewhere in these supplementary general conditions.

The provisions in this section will not relieve the CONTRACTOR from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety", of the Standard Specifications.

During the hours of darkness, as defined in Division 1, Section 280, of the Vehicle Code, portable signs shown on the plans to be illuminated shall be, at the option of the CONTRACTOR, either; illuminated signs in conformance with the provisions in Section 12-3.06B(3), "Portable Signs", of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs or Seibulite Brand Ultralite Grade Series, encapsulated lens retroreflective sheeting signs; or equal.

Each vehicle used to place, maintain, and remove components of a traffic control system on arterials and collectors shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining, and removing of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the CONTRACTOR shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the CONTRACTOR so elects, said components may be stored at selected central locations, approved by the ENGINEER, within the limits of the City right-of-way.

When traffic is shifted across the centerline, the CONTRACTOR shall provide W57 signs at 300-foot intervals and on both sides of intersections to direct traffic in proper lanes. Flashing arrow boards shall be required for any lane closures on any streets.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work", of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the ENGINEER and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account", of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.05 of the Standard Specifications, will be paid for as a part of said extra work.

The contract lump sum price paid for "Traffic Control System" shall include full compensation for furnishing all labor (including flagging costs), materials, signs, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, changing messages on a **TWO** changeable message signs as requested by the Engineer, moving and removing the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

- 3-9. WATERING Watering shall conform to the provisions in Section 17, "Watering", of the Standard Specifications except that full compensation for developing water supply shall be considered as included in the prices paid for various contract items for work involving the use of water and no separate payment will be made therefore. The application of water for dust control will not be considered as extra work under any circumstances. Water can be purchased from the City at current rates provided that the CONTRACTOR meters the water so used with a City furnished meter (a deposit will be required) and a CONTRACTOR furnished valve assembly.
- 3-10. <u>PROGRESS SCHEDULE</u> The CONTRACTOR shall submit a schedule which includes all major tasks and milestones to the City of Petaluma, Public Works and Utilities Department for review <u>at least</u> ten (10) working days prior to start of work.

After beginning of work, updated schedules shall be submitted. No progress payments will be processed without accepted updated schedules.

Payment for the original schedule and updated, weekly schedules shall be considered to be included in the various items of work and no additional compensation will be allowed therefore.

3-11. <u>SUPERINTENDENCE</u> - The CONTRACTOR shall designate in writing and submit to the Project Engineer two (2) working days before starting work, an authorized representative who shall have the authority to represent and act for the CONTRACTOR for the duration of the contract. Any change in the designation shall require prior approval of the ENGINEER.

When the CONTRACTOR is comprised of two (2) or more persons, firms, partnerships or corporations functioning on a joint venture basis, said CONTRACTOR shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the CONTRACTOR.

Said authorized representative shall be present at the site of work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the ENGINEER shall be made for any emergency work, which may be required.

If work is in progress and the authorized representative is not on site, the City reserves the right to stop the work at no cost to the City.

Once the work begins, the Superintendent shall keep the ENGINEER informed of the CONTRACTOR's daily schedule. The ENGINEER shall have at least twenty-four (24-hour advance notice of all work, on a daily basis, including SUBCONTRACTOR's work. If the CONTRACTOR fails to notify the ENGINEER, the ENGINEER reserves the right to stop the work at no cost to the City.

In the case of urgency or emergency where the CONTRACTOR's authorized representative is not present on any particular part of the work and where the ENGINEER wishes to give notification or direction, it will be given to and be obeyed by the superintendent or foreperson who may have charge of the particular work, or it will be given to and be obeyed by any worker in the area should the superintendent or foreperson not be immediately available.

All costs involved in superintendence shall be included in the contract prices paid for various items of work and no additional payment will be allowed therefore.

3-12. <u>SAFETY REQUIREMENT</u> - The CONTRACTOR shall comply with all CAL/OSHA safety requirements. It shall be the CONTRACTOR's sole responsibility for making sure these safety requirements are met and the CONTRACTOR shall fully assume all liabilities for any damages and/or injuries resulting from his or her failure to comply with the safety requirements. Failure on the City's part to stop unsafe practices shall, in no way, relieve the CONTRACTOR of his/her responsibility.

The CONTRACTOR shall <u>first</u> call City of Petaluma Emergency Center at 911, from a regular telephone, and (707) 762-2727 or from a cellular phone (707) 762-4545, if any gas lines or electrical power lines are broken or damaged.

3-13. <u>PROJECT APPEARANCE</u> – The CONTRACTOR shall maintain a neat appearance to the work area.

When practicable, debris developed during construction shall be disposed of concurrently with its removal. Stockpiling on the street shall not be allowed. The CONTRACTOR shall apply for a "stockpiling" permit from the City's Community Development Department prior to stockpiling more than fifty (50) cubic yards of materials on private property. The CONTRACTOR shall solely be responsible for securing staging and/or stockpiling areas.

The CONTRACTOR shall provide dust control as often as required during the construction and shall clean the roads/streets with street sweepers at least once a day at the end of each working day or more often if safety or appearance conditions warrant. Failure to maintain dust control, street cleaning and/or any required work specified in this section shall result in the City performing the work with other forces and back charge the CONTRACTOR for the costs.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

- 3-14. <u>RESPONSIBILITY FOR DAMAGE</u> The CONTRACTOR shall indemnify, hold harmless, release and defend the City of Petaluma, its officers, officials, employees and agents from and against any and all liabilities, claims, demands, losses, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the activities of the CONTRACTOR, his/her subcontractors, employees and agents, except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY, its employees or agents. The CITY may retain so much of the money due the CONTRACTOR as shall be considered necessary, until disposition has been made of claims or suits for damages as aforesaid.
- 3-15. GUARANTEE OF WORK Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the City or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR's attention is directed to Article 5, "Bonds and Insurance", of the General Conditions.
- 3-16. NOTICE TO PROCEED, BEGINNING OF WORK, CONTRACT TIME, TIME OF COMPLETION, AND LIQUIDATED DAMAGES Article 2.3, "Commencement of Contract Times; Notice to Proceed" of the General Conditions is amended to read:

The CONTRACTOR shall begin work within ten (10) working days from the date of Notice to Proceed (NTP) and shall diligently prosecute the same to completion before the expiration of total allocated working days as specified in the Construction Agreement and/or Invitation to Bid, from the date of starting work. The CONTRACTOR shall complete all of the work directed by the ENGINEER in all parts and requirements within the time set forth. A working day is defined in these specifications.

The CONTRACTOR is on notice that it may take approximately eight (8) weeks from the bid opening to obtain the City Council's award of the contract, to process the construction agreement, and to issue the Notice to Proceed.

The CONTRACTOR shall pay to the City of Petaluma the sum of \$550 per day for each and every *calendar day's* delay in finishing the work in excess of the number of days prescribed above (and/or in excess of the number of days prescribed for any scheduled operations or works described in the Special Provisions).

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

- a. Saturdays, Sundays, and legal holidays
- b. Days on which the CONTRACTOR is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the ENGINEER, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that

operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

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

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom shall be made by the ENGINEER. The CONTRACTOR will be allowed 10 days from the issuance of the weekly statement of working days in which to file a written protest setting forth in what respects the CONTRACTOR differs from the ENGINEER; otherwise, the decision of the ENGINEER shall be deemed to have been accepted by the CONTRACTOR as correct. The ENGINEER will furnish the CONTRACTOR a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days of time extensions being considered or approved, the number of working days originally specified for the completion of the contract, and the number of working days remaining to complete the contract and any time extensions thereof.

3-17. HOURS OF WORK

<u>Weekdays</u> – Weekdays (Monday through Friday) hours shall be from 7:00 a.m. to 5:00 p.m. for all required work except those hours approved by the City of Petaluma or specified in "Order of Work" Section of these special provisions. Work hours for County of Sonoma and Caltrans right of way shall be governed by their respective permit conditions.

<u>Night Hours</u> – Other than emergency work, there will be no night hours allowed on this project.

Liquidated Damages in the sum of Five Hundred Fifty Dollars (\$550) per day will be assessed against the CONTRACTOR if he fails to comply with any of the daily conditions or operations such as maintaining erosion control facilities, job site/street cleanliness and daily cleanup and traffic control and flagging, as described in the General Conditions, these Special Provisions, and the Technical Specifications.

If the CONTRACTOR closes a street or sidewalk without prior notice and approval of the ENGINEER within 24 hours, the associated operation will be shutdown at the CONTRACTOR's expense.

<u>Holidays</u> - Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, November 11th, Thanksgiving Day, the day after Thanksgiving, December 24th and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday. The Contractor shall not work on the legal holidays unless approved in writing by the Engineer.

<u>Holiday Shutdown</u> - No work shall be allowed to be performed in the business district (defined by the map on the City of Petaluma web site at http://cityofpetaluma.net/cdd/pdf/boundaries.pdf) between Thanksgiving Day, the day after Thanksgiving, and December 25th thru January 3rd of the following year.

3-18. RECORD ("AS-BUILT") DRAWINGS — The CONTRACTOR shall furnish Record Drawings of the complete project and procure from the Director of Public Works a full-sized set of Contract Drawings. Construction drawings shall be on the construction site at all times while the work is in progress. Drawings shall show approved substitutions, if any, of material including manufacturer's name and catalog number. The Drawings shall be to scale, and all indications shall be neat and legible. All information noted on the CONTRACTOR's job-site print shall be transferred to the Record Drawings by CONTRACTOR and all indications shall be recorded in a neat, legible, and orderly way. The Record Drawings shall be signed by the CONTRACTOR and turned over to the Director of Public Works before the final acceptance of the project. If the CONTRACTOR fails to provide the City with an acceptable "Record Drawings", the City shall deduct \$2,000 from the amount due CONTRACTOR.

3-19. NOTICE OF POTENTIAL CLAIM - If for any reason the CONTRACTOR deems that additional compensation is due him/her for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The CONTRACTOR shall give the ENGINEER a written Notice of Potential Claim for such additional compensation before work begins on the items on which the claim is based. The notice shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due and the nature of the costs involved. The CONTRACTOR shall afford the ENGINEER every opportunity and facility for keeping records of the actual cost of the work. The CONTRACTOR shall keep records of the disputed work in accordance with Contract General Conditions, Section 11.3, "Cost of Work (Based on Time and Materials)."

If such notification is not given or the ENGINEER is not afforded proper opportunity by the CONTRACTOR for keeping strict account of actual cost as required, then the CONTRACTOR hereby agrees to waive any claim for such additional compensation. Such notice by the CONTRACTOR and the fact that the ENGINEER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the CONTRACTOR shall, within 10 calendar days, submit his/her written claim to the ENGINEER who will present it to the City for consideration in accordance with local laws or ordinances. The CONTRACTOR is directed to Section 17.20 "Resolution of Construction Claims" of the General Conditions.

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

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

Nothing in this subsection shall be construed as a waiver of the CONTRACTOR's right to dispute final payment based on differences in in-place quantity measurements or computations of unit priced pay items.

- 3-20. <u>PAYMENT FOR MATERIALS ON HAND</u> At the discretion of the ENGINEER, partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications. Such delivered costs of stored or stockpile materials may be included in the next partial payment after the following conditions are met:
 - 1. The material has been stored or stockpiled and protected at the sole expense of the CONTRACTOR at a location acceptable to the City and in a manner acceptable to the ENGINEER.
 - 2. The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

- 3. The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- 4. The CONTRACTOR has furnished the City legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- 5. The CONTRACTOR has furnished the City evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.
- 6. The CONTRACTOR shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

It is understood and agreed that the transfer of title and the City's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications. In no case will the amount of partial payments for materials on hand exceed 70% of the contract price for the contract items in which the material is intended to be used.

- 3-21. <u>ACCESS TO DRIVEWAYS</u> All accesses for local businesses and residents shall be maintained at all times. Temporary ramps will be required each night for access to driveways for residences and commercial access. The Contractor shall coordinate with each driveway user as needed.
- 3-22. <u>ARCHAEOLOGICAL MONITORING</u> In the event that archaeological materials are found during construction, CONTRACTOR shall notify the ENGINEER immediately and shall temporarily cease work in the area until a determination or investigation of the site can be made by a qualified archaeologist. Archaeologist services shall be provided by the City at no cost to the CONTRACTOR.
- 3-23. STORM WATER MANAGEMENT, AND SEDIMENT AND EROSION CONTROL CONTRACTOR shall prepare storm water management, and sediment and erosion control measures for implementation and shall maintain these measures during the construction period as required by the Regional Water Quality Control Board (RWQCB) permit.

If the area to be disturbed by construction activities is more than one acre, the CONTRACTOR shall be required to file a Notice of Intention (NOI), pay the fee, prepare the SWPPP, BMP, etc. as required by RWQCB permit.

Storm water management, and sediment and erosion control shall include, but not be limited to fiber rolls (sediment logs or wattles), straw bales, drain rock, check dams, silt fencing, siltation basins and as required for construction conditions. Measures shall be submitted to the ENGINEER for review seven (7) days prior to start of construction. The CONTRACTOR shall be responsible for providing the measures that would comply with the RWQCB.

The CONTRACTOR shall also place drain rock bags around storm drain inlets/catch basins and install drain rock check dams at 50-foot intervals within 100 feet upstream from the inlets/catch basins.

The CONTRACTOR shall comply with all Federal, State and local regulations and ordinances governing storm water pollution prevention.

If required, the CONTRACTOR shall file a Notice of Intent (NOI) with the RWQCB and shall comply with the National Pollution Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Association with Construction Activity requirements. The CONTRACTOR shall prepare and implement a Storm Water Pollution Plan (SWPPP). Resources used in developing the SWPPP shall include the "California Storm Water Best Management Practice Handbook for Construction Activity," and the San Francisco Bay Regional Water Quality Control Board's "Information on Erosion and Sediment Controls for Construction Projects." The SWPPP shall be submitted for review and acceptance prior to start of work. The CONTRACTOR shall have an accepted and implemented SWPPP as part of Mobilization. The SWPPP shall, at a minimum, include Best Management Practices (BMPs), acceptable to the City, to address the following:

- 1. Housekeeping
- 2. Waste Containment and Control.
- 3. Minimizing Disturbed Areas.
- 4. Stabilize Disturbed Areas.
- 5. Protect Slopes and Channels.
- 6. Control Site Perimeter.
- 7. Control of Internal Erosion.
- 8. Disposal of Storm Water and Ground Water
- 9. Sediment Control.
- 10. Liquid Waste Management.
- 11. Concrete Waste Management.
- 12. Hazardous Waste Management.
- 13. Employee and SUBCONTRACTOR Training.
- 14. Vehicle and Equipment Fueling and Maintenance.
- 15. Spill Prevention and Control.

- 16. Contaminated Soil Management.
- 17. Sawcutting.
- 18. Paving and Asphalt Work.
- 19. Street Cleaning.

Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations.

All costs involved for completing all work described in this section shall be considered to be included in the contract price paid for Storm Water Management and Sedimentation/Erosion Control and no additional compensation shall be allowed therefore.

3-24. ITEM INCREASES AND DECREASES -

Increased or Decreased Quantities

Increases or decreases in the quantity of a contract item of work will be determined by comparing the total pay quantity of that item of work with the ENGINEER's Estimate therefor.

If the total pay quantity of any item of work required under the contract varies from the ENGINEER's Estimate therefore by 25 percent or less for increases and 25 percent or less for decreases, payment will be made for the quantity of work of the item performed at the contract unit price.

If the total pay quantity of any item of work required under the contract varies from the ENGINEER's Estimate therefor by more than 25 percent for increases and 25 percent for decreases, in the absence of an executed contract change order specifying the compensation to be paid, the compensation payable to the CONTRACTOR will be determined in accordance with the following sections.

Increases of More Than 25 Percent

Should the total pay quantity of any item of work required under the contract exceed the ENGINEER's Estimate therefore by more than 25 percent, the work in excess of 125 percent of the estimate and not covered by an executed contract change order specifying the compensation to be paid therefor will be paid for by adjusting the contract unit price based upon a force account analysis.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to the item of work include fixed costs, the fixed costs will be deemed to have been recovered by the CONTRACTOR by the payments made for 125 percent of the ENGINEER's Estimate of the quantity for the item, and in

computing the actual unit cost, the fixed costs will be excluded. Subject to the above provisions, the actual unit cost will be determined by the ENGINEER in the same manner as if the work were to be paid for on a force account basis.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the ENGINEER's Estimate is less than \$5,000 at the applicable contract unit price, the ENGINEER reserves the right to make no adjustment in the contract unit price if the ENGINEER so elects, except that an adjustment will be made if requested in writing by the CONTRACTOR.

Decreases of More Than 25 Percent

Should the total pay quantity of any item of work required under the contract be less than 25 percent of the ENGINEER's Estimate therefore, an adjustment in compensation pursuant to this Section will not be made unless the CONTRACTOR so requests in writing. If the CONTRACTOR so requests, the quantity of the item performed, unless covered by an executed contract change order specifying the compensation payable therefor, will be paid for by adjusting the contract unit price based upon a force account analysis. In no case shall the payment for that work be less than that which would be made at the contract unit price.

The adjustment of the contract unit price will be the difference between the contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. The actual unit cost will be determined by the ENGINEER in the same manner as if the work were to be paid for on a force account basis; or the adjustment will be as agreed to by the CONTRACTOR and the ENGINEER.

The payment for the total pay quantity of the item of work will in no case exceed the payment which would be made for the performance of 25 percent of the ENGINEER's Estimate of the quantity for the item at the original contract unit price.

3-25. <u>EXISTING WATER VALVES, MONUMENTS AND MANHOLES</u> – The City shall have access at all times to water valves, monuments, and manholes except immediately following a construction operation as noted below.

Prior to placement of paving, all manholes, monuments, and valves covered by paving, shall be clearly marked in white paint before the close of that work day. Throughout the construction process, the CITY shall have access to manholes, monuments, and valves within 48 hours of any operation affecting the manholes, monuments and valves.

A penalty of Fifty Dollars (\$50) per each valve, monument, and manhole that is not raised, or that the CITY is not provided easy access to, will be assessed against the contractor for each calendar day.

3-26. WAGE RATES - The General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.2. The CONTRACTOR can download this information from the web site: http://www.dir.ca.gov/dlsr/PWD/

- The most current prevailing wage rates available at the time of bid opening shall be used.
- 3-27. STORAGE AREA The Contractor is responsible to locate a suitable area for storage for materials. The project site has limited availability in areas used for storing of equipment and materials. Contractor shall field verify conditions and determine if area is adequate to facilitate work and storage. Any additional areas needed for storage are the responsibility of the Contractor.
- 3-28. <u>CORROSION PROTECTION</u> The work includes removal of the existing impressed current corrosion protection for the tank. The Contractor shall coordinate with the City's corrosion protection specialist for placement of the new corrosion protection system.
- 3-29. <u>RESERVOIR DEWATERING COORDINATION</u> The Contractor shall coordinate the dewatering operations with City staff. The tank shall be taken offline for a minimum of one week prior to dewatering of the tank, to allow for troubleshooting of SCADA operations. Upon direction from the Engineer, the Contractor shall commence dewatering operations. The Contractor is responsible for all work, equipment, pumps, materials and appurtenances used in the dewatering operations. The Contractor, to the extent possible, shall pump water from the existing reservoir into the system, to minimize the amount of water wasted or discharged.
- 3-30. <u>SAMPLING STATION COORDINATION</u> The Contractor is responsible for installing the pipe penetrations for the sampling station. The Contractor shall coordinate with City staff for the new location of the sampling station.
- 3-31. <u>ELECTRICAL SUBMITTALS</u> The Contractor shall submit electrical submittals as soon as possible to prevent any delays in the project schedule.
- 3-32. <u>COATING SCHEDULE</u> The Contractor shall provide a schedule that ensures all coating work will finish before October 15th, 2024.



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Fax: 303-400-4215

Inspection Report for

City of Petaluma Petaluma, CA



1MG Steel On-Grade Hardin Tank

Date Completed: March 18, 2022

Commercial Dive Team:

Diver – Ceasar Hernandez Dive Controller – Colin Lafever Tender – Brandon Rot

Scope of Work:

Our team completed sediment removal using underwater vacuum equipment. Sediment depth, averaging 1/16 inch (iron & manganese), was removed from the tank floor. When the cleaning process was finished, a full visual inspection was performed of the tank interior and all interior fixtures. The team also performed a full visual inspection of the tank exterior and all attached fixtures. The details of the inspection findings are included in the report below.

Summary of the Inspection:

Exterior Inspection

- 1. There was good access to the tank. (In a gated area)
- 2. The foundation was found in good condition with minor moss growth and hairline cracking noted.
- 3. The wall was found in good condition with minor to moderate chalking noted.
- 4. The overflow was found in good condition with minor de-lamination, staining, moss growth and minor to moderate oxidation & chalking noted.
- 5. The manways were found secure and in good condition with minor oxidation, minor to moderate chalking and 0.01% uniform surface corrosion noted.
- 6. The water level indicator was found in poor condition.
- 7. The stairway was found secure and in good condition with minor de-lamination, oxidation, staining, moderate chalking and 0.03% uniform surface corrosion noted.
- 8. The roof was found in good condition with minor to moderate chalking and moderate to heavy moss growth & staining noted.
- 9. The hatch was found locked with no gasket present and in good condition with minor de-lamination, oxidation, chalking, moderate to heavy moss growth, staining and 0.01% uniform surface corrosion noted.
- 10. The vent was found in good condition with minor de-lamination, oxidation, chalking, moderate staining, moderate to heavy moss growth and 0.01% uniform surface corrosion noted.

Key

Excellent – Like new, no repairs needed Good – Cosmetic problems, repair if utility wants Fair – Minor problems, repairs needed Poor – Major problems, fix now

Summary of the Inspection:

Interior Inspection

- 1. The interior roof was found in good condition with minor de-lamination, oxidation, corrosive staining and 0.03% uniform surface corrosion & intergranular corrosion noted.
- 2. The ladder was found secure and in good condition with minor de-lamination, sediment staining, moderate oxidation, micro & macro blistering and 0.3% uniform surface corrosion noted.
- 3. The overflow was found in fair condition with moderate cracking, chalking, micro & macro blistering, de-lamination, heavy oxidation, corrosive staining and 3% uniform surface corrosion noted.
- 4. The interior wall was found in good condition with minor sediment & corrosive staining, micro & macro blistering, minor to moderate chalking and 0.01% uniform surface corrosion noted.
- 5. The floor was found in good condition with minor sediment staining, micro & macro blistering and minor to moderate chalking noted.
- 6. The common inlet/outlet was found in good condition with minor de-lamination, sediment & corrosive staining and minor to moderate sags & runs in the coating & micro & macro blistering noted.
- 7. The manways were found in good condition with minor de-lamination, sediment & corrosive staining, sags & runs in the coating, moderate micro & macro blistering, chalking and 0.01% uniform surface corrosion noted.
- 8. The drain was found in good condition with minor de-lamination, chalking, micro & macro blistering and 0.01% uniform surface corrosion noted.
- 9. The float was found in fair to poor condition.
- 10. The support column was found secure and in good condition with minor de-lamination, sags & runs in the coating, cracking, micro & macro blistering, moderate oxidation, sediment staining and 0.01% uniform surface corrosion noted.

Recommendations:

- 1. Install a gasket on the access hatch.
- 2. Continue to schedule a clean and inspect every 3-5 years per AWWA recommendations.

<u>Key</u>

Excellent – Like new, no repairs needed Good – Cosmetic problems, repair if utility wants Fair – Minor problems, repairs needed Poor – Major problems, fix now



Inland Potable Services, Inc. Exterior Inspection Report



Foundation Condition

Foundation Exposed? Y \(\sum \) N \(\sum \)
Anchor Bolts Present? Y \(\sum \) N \(\sum \)
Corrosion on Anchor Bolts Present? Y \(\subseteq\) N \(\subseteq\) N/A \(\subseteq\)
Anchor Bolts Loose? Y \(\subseteq N \subseteq N/A \subseteq \)
Cracking Noted In Foundation? Y ⊠ N ☐ N/A ☐
Spalling Noted? Y \Bigcup N \Bigcup N/A \Bigcup

Summary: The foundation was found in good condition with minor moss growth and hairline cracking noted.



Wall Panel Condition

Coating Condition: Good
Seams/Welds Condition: Good
Corrosion Present? Y \(\subseteq N \)
Oxidation Present? Y \(\supseteq N \)
De-lamination Present? Y \(\supseteq N \)
Dents Present? Y \(\supseteq N \)

Holes Present? Y \square N \boxtimes Signs Of Leaking? Y \square N \boxtimes

Summary: The wall was found in good condition with minor to moderate chalking noted.





Overflow Structure Condition

Coating Condition: Good/Fair
Seams/Welds Condition: Good
Stand Off Supports Condition: Good
Corrosion Present? Y N N
Oxidation Present? Y N N
De-lamination Present? Y N

Directly Connected To Sewer or Drain? Y N N/A

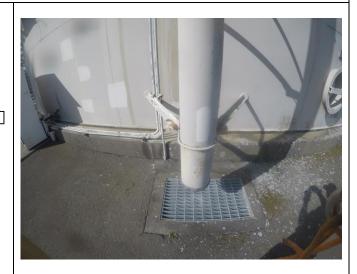
End Cap Present? Y \(\subseteq \text{N} \text{ \end{align*}}

Hinge and Cap Condition: N/A

#24 mesh Screen Present? Y \(\subseteq \text{N} \subseteq \)

Condition: Good

Summary: The overflow was found in good condition with minor de-lamination, staining, moss growth and minor to moderate oxidation & chalking noted.



Manway Condition

Coating Condition: Both Good Weld/Seam Condition: Both Good Corrosion Present? Y N D Oxidation Present? Y N N

De-lamination Present? Y \sum N \subseteq

Summary: The manways were found secure and in good condition with minor oxidation, minor to moderate chalking and 0.01% uniform surface corrosion noted.





Water Level Indicator Condition Marker Condition: Poor Attached & Accurate? Y N N Marker Board Condition: Poor Is the level reading visible? Y \square N \boxtimes Pulley Condition: Poor Attached Properly? Y \(\subseteq \ N \(\subseteq \) Cable Condition: Poor Attached Properly? Y \(\subseteq \ N \(\subseteq \) Hardware Condition: Fair/Poor Corrosion Present? Y \(\subseteq \ N \(\subseteq \) Summary: The water level indicator was found in poor condition. **Access Stairs Condition** Stairway Type: Steel Are Stairs and Safety Climb **OSHA** Approved? Y N \Boxed N Is Vandal Guard Present? Y ⋈ N □ Locked? Y N N N/A Safety Climb Type: Railing Safety Climb Condition: Good Is Top Of Tank Easily Accessible? Y X N Coating Condition: Good Seams/Welds Condition: Good Stand Off Supports Condition: Good Corrosion Present? Y N N Oxidation Present? Y X N De-lamination Present? Y N N Summary: The stairway was found secure and in good condition with minor de-lamination, oxidation, staining, moderate chalking and 0.03% uniform surface corrosion noted. **Roof Condition** Roof Type: Pitched Coating Condition: Good Seams/Welds Condition: Good Corrosion Present? Y N N Oxidation Present? Y \(\subseteq N \(\subseteq \) De-lamination Present? $Y \square N \boxtimes$ Low Spots Present? $Y \square N \boxtimes$ Holes in Roof? Y ☐ N 🖂 Cathodic Protection Plates Present? Y X N Sealed Edges: Y \boxtimes N \square N/A \square Loose Plates? Y \square N \boxtimes N/A \square Missing Plates? Y \(\subseteq N \subseteq N/A \(\subseteq \)

Summary: The roof was found in good condition with minor to moderate chalking and moderate to heavy moss

growth & staining noted.

Access Hatch Condition

Coating Condition: Good
Seams/Welds Condition: Good
Corrosion Present: Y N N
Oxidation Present? Y N
De-lamination Present? Y N
Hatch Size: 2½ foot square

Riser Height: 4 inches Lid Height: 2 inches

Hatch Locked? Y ⊠ N □

Hinge Condition: Good
Gasket Present? Y □ N ☒
Intact? Y □ N □ N/A ☒
Insects, Dirt Or Debris Present Under Hatch? Y ☒ N □

Summary: The hatch was found locked with no gasket present and in good condition with minor de-lamination, oxidation, chalking, moderate to heavy moss growth, staining and 0.01% uniform surface corrosion noted.





Vent Condition

Coating Condition: Good
Seams/Welds Condition: Good
Corrosion Present: Y N N
Oxidation Present? Y N
De-lamination Present? Y N
#24 Mesh Screen in Place? Y N

Condition: Good

All Openings Sealed? Y ⊠ N ☐ Cap Condition: Good

Summary: The vent was found in good condition with minor de-lamination, oxidation, chalking, moderate staining, moderate to heavy moss growth and 0.01% uniform surface corrosion noted.







Inland Potable Services, Inc. Interior Inspection Report



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Roof Condition				
Coating Condition: Good Welds/seam Condition: Good Corrosion Present On Panels? Y N N Oxidation Present? Y N N De-lamination Present? Y N Summary: The interior roof was found in good condition with minor de-lamination, oxidation, corrosive staining and 0.03% uniform surface corrosion & intergranular corrosion noted.				
Ladder Condition				
Ladder Location: 12 o'clock Coating Condition: Good Weld/Seam Condition: Good Supports Condition: Good Corrosion Present? Y N CONDITION NOT NOT NOT NOT NOT NOT NOT NOT NOT N	De-lamination Present? Y N Summary: The ladder was found secure and in good condition with minor de-lamination, sediment staining, moderate oxidation, micro & macro blistering and 0.3% uniform surface corrosion noted.			
Overflow Condition				
Overflow Location: 11:55 o'clock Coating Condition: Fair Weld/Seam Condition: Good Corrosion Present? Y N Oxidation Present? Y N De-lamination Present? Y N N De-lamination Present? Y N N N N N N N N N N N N N N N N N N				

Wall Pane	Condition			
Coating Condition: Good Welds/seam Condition: Good Corrosion Present On Panel? Y N N Oxidation Present? Y N N De-lamination Present? Y N N Is Biofilm Present: Y N N Any irregularities or structural deficiencies? Y N N Summary: The interior wall was found in good condition with minor sediment & corrosive staining, micro & macro blistering, minor to moderate chalking and 0.01% uniform surface corrosion noted.				
Floor C	ondition			
Coating Condition: Good Welds/seam Condition: Good Corrosion Present? Y \Boxed N \Boxed Oxidation Present? Y \Boxed N \Boxed De-lamination Present? Y \Boxed N \Boxed Any irregularities or structural deficiencies? Y \Boxed N \Boxed Summary: The floor was found in good condition with minor sediment staining, micro & macro blistering and minor to moderate chalking noted.				
Inlet and Outlet Condition				

Common Inlet/Outlet? Y ⊠ N ☐ Location: 8:45 o'clock to 3:15 o'clock Coating Condition: Good

Weld/Seam Condition: Good
Corrosion Present? Y \bigcap N \bigcap
Oxidation Present? Y \bigcap N \bigcap
De-lamination Present? Y \bigcap N \bigcap

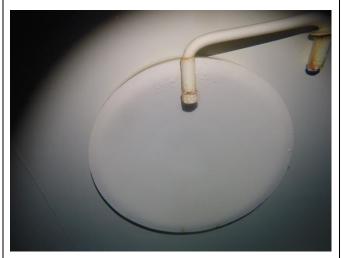
Summary: The common inlet/outlet was found in good condition with minor de-lamination, sediment & corrosive staining and minor to moderate sags & runs in the coating & micro & macro blistering noted.

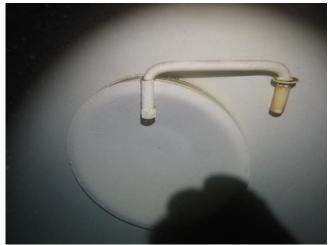


Manway Condition

Manway Location(s): 5:30 o'clock & 9 o'clock

 Summary: The manways were found in good condition with minor de-lamination, sediment & corrosive staining, sags & runs in the coating, moderate micro & macro blistering, chalking and 0.01% uniform surface corrosion noted.





Drain Condition

Drain Location: 3 o'clock
Coating Condition: Good
Weld/Seam Condition: Good
Corrosion Present? Y ⋈ N ☐
Oxidation Present? Y ⋈ N ⋈
De-lamination Present? Y ⋈ N ☐

Summary: The drain was found in good condition with minor de-lamination, chalking, micro & macro blistering and 0.01% uniform surface corrosion noted.



Float Condition

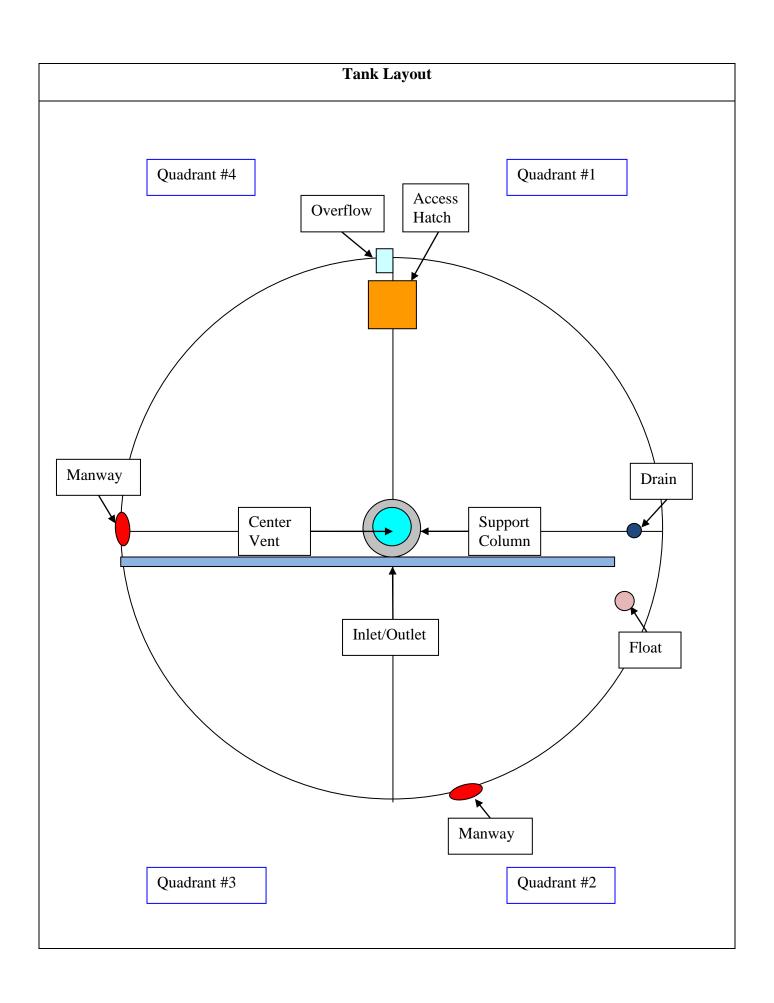
Float Location: 3:30 o'clock
Guidelines Condition: Good
Attached Properly? Y N N
Cable Condition: Fair/Poor
Attached Properly? Y N N
Float Condition: Good
Sealed? Y N N
Hardware Condition: Fair
Corrosion Present? Y N N
Summary: The float was found in fair to poor condition.

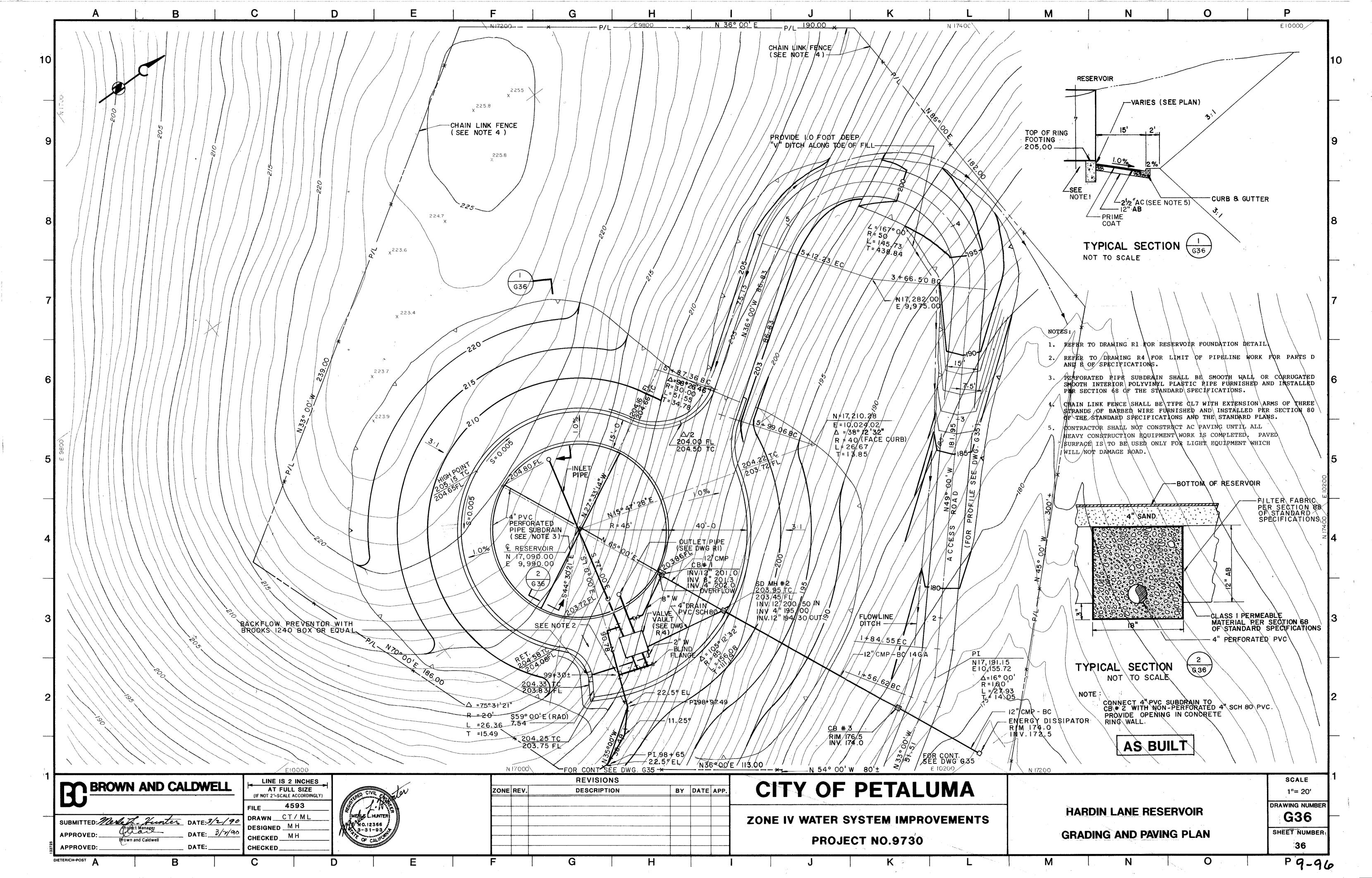


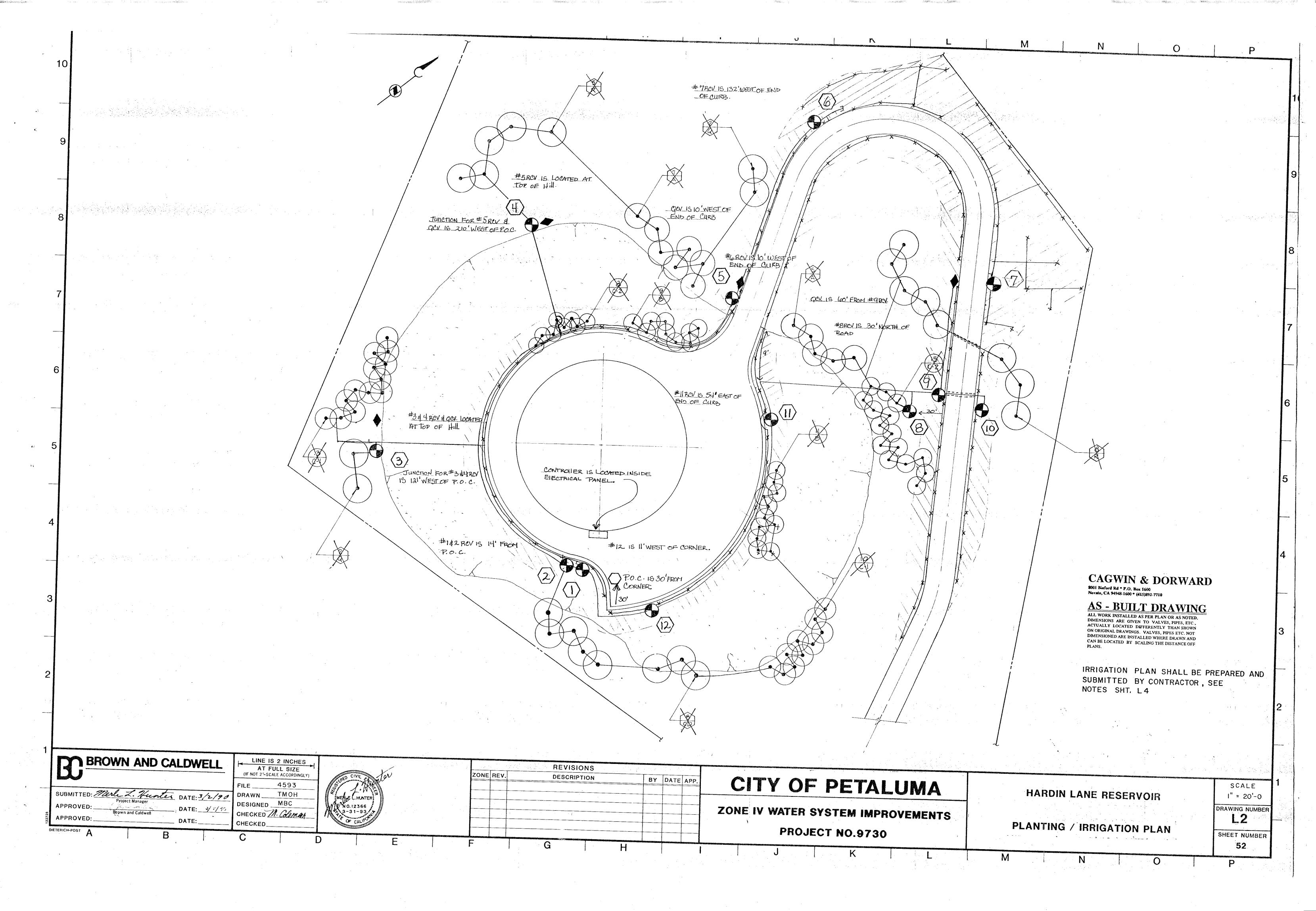
Support Column Condition

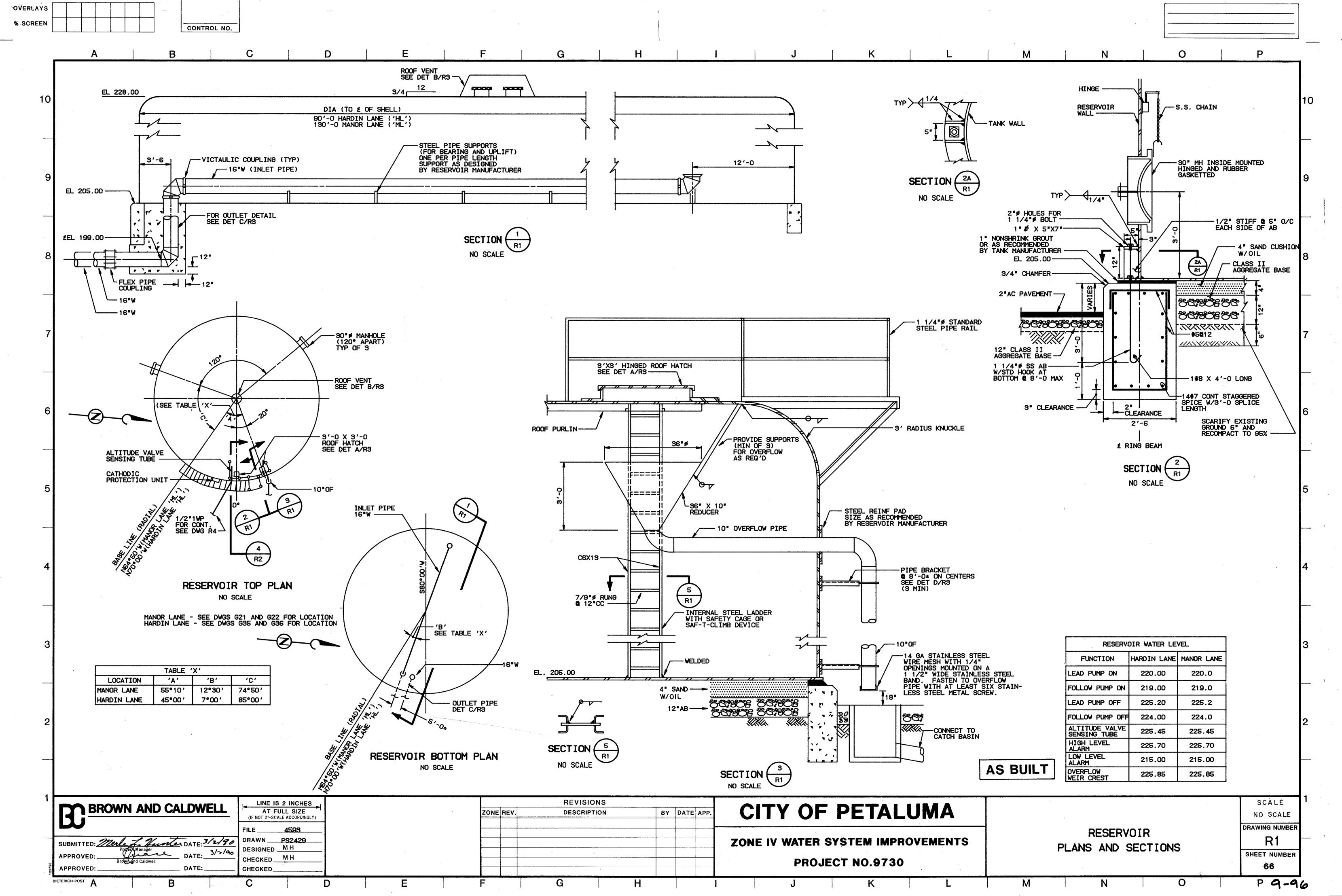
Summary: The support column was found secure and in good condition with minor de-lamination, sags & runs in the coating, cracking, micro & macro blistering, moderate oxidation, sediment staining and 0.01% uniform surface corrosion noted.

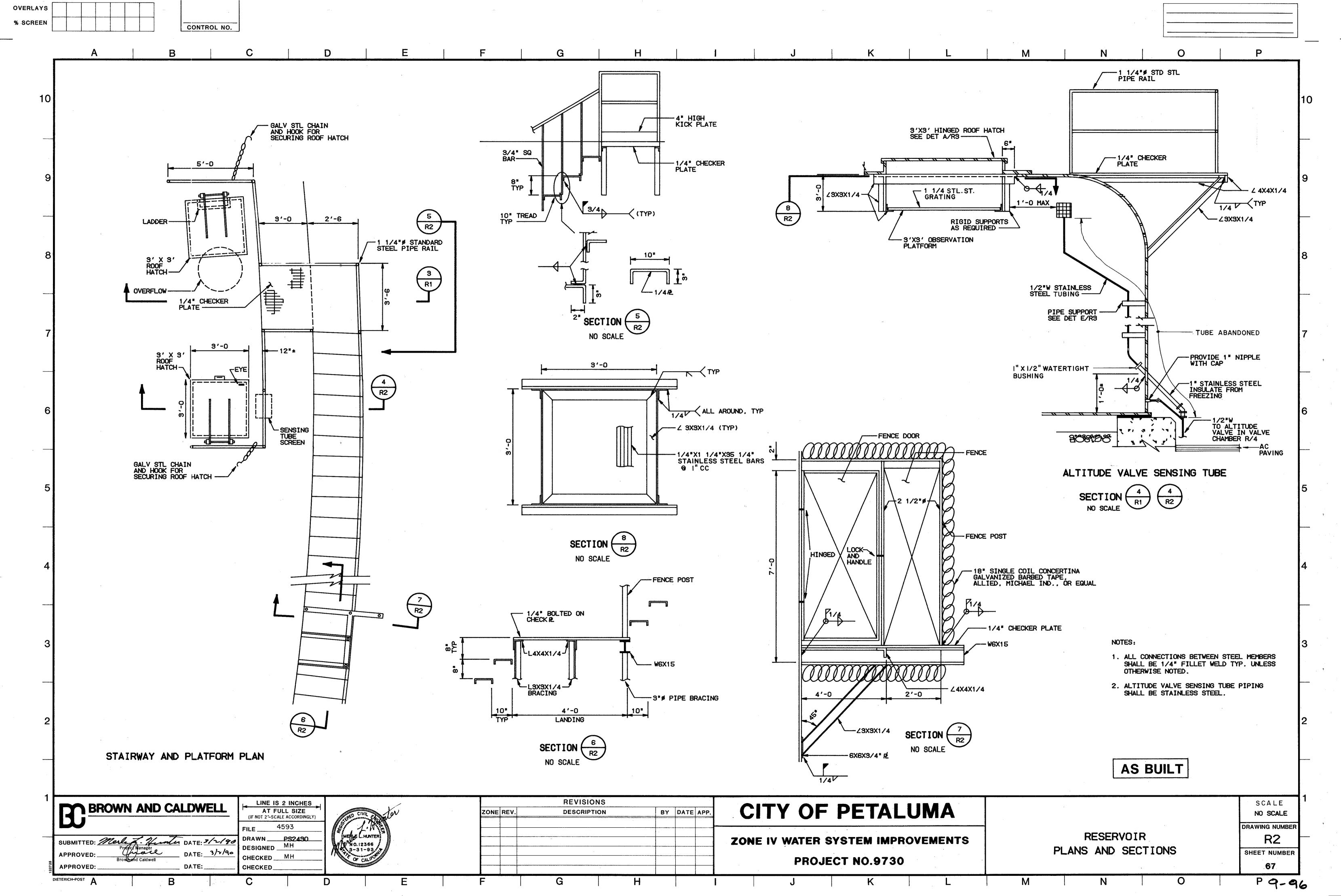


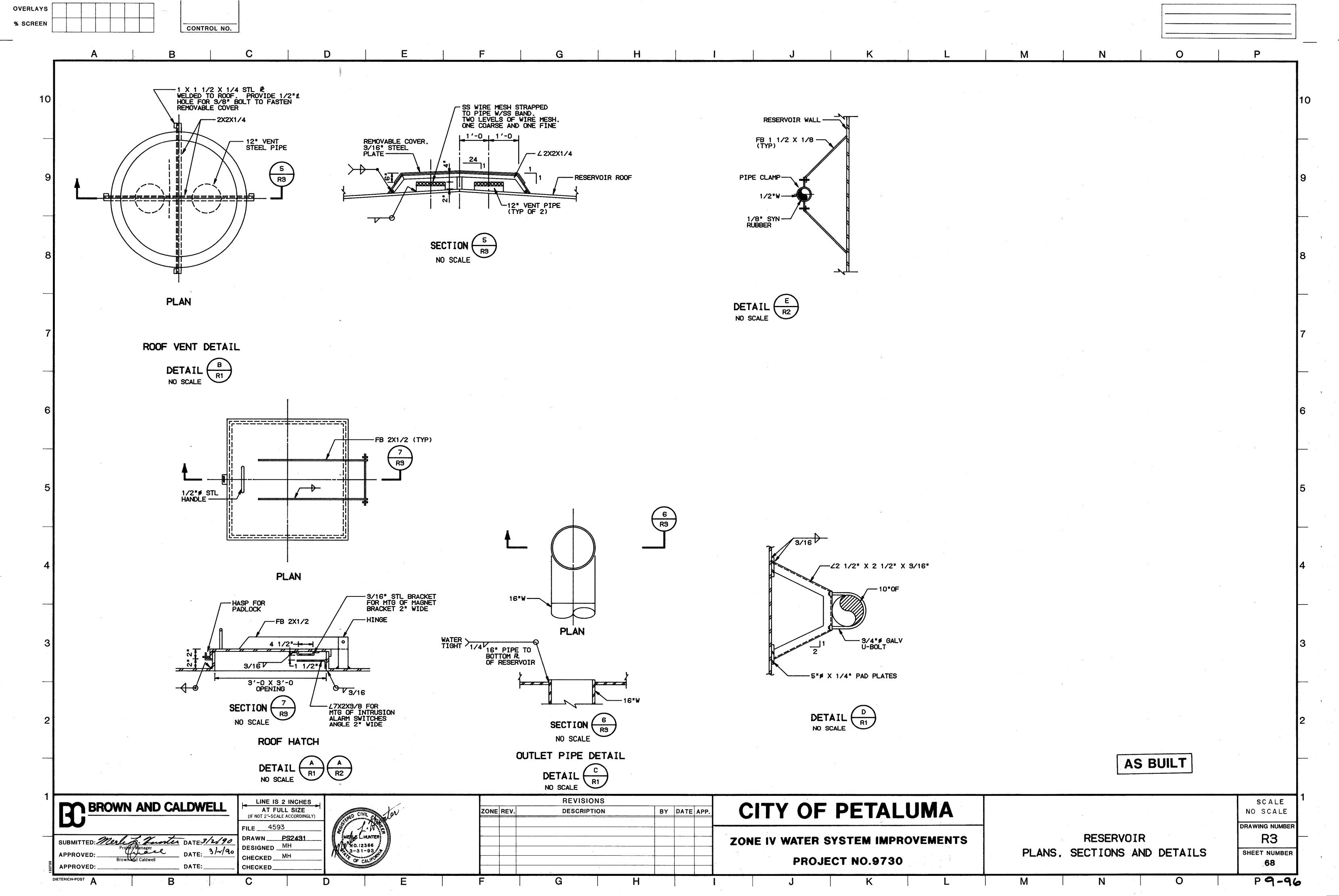


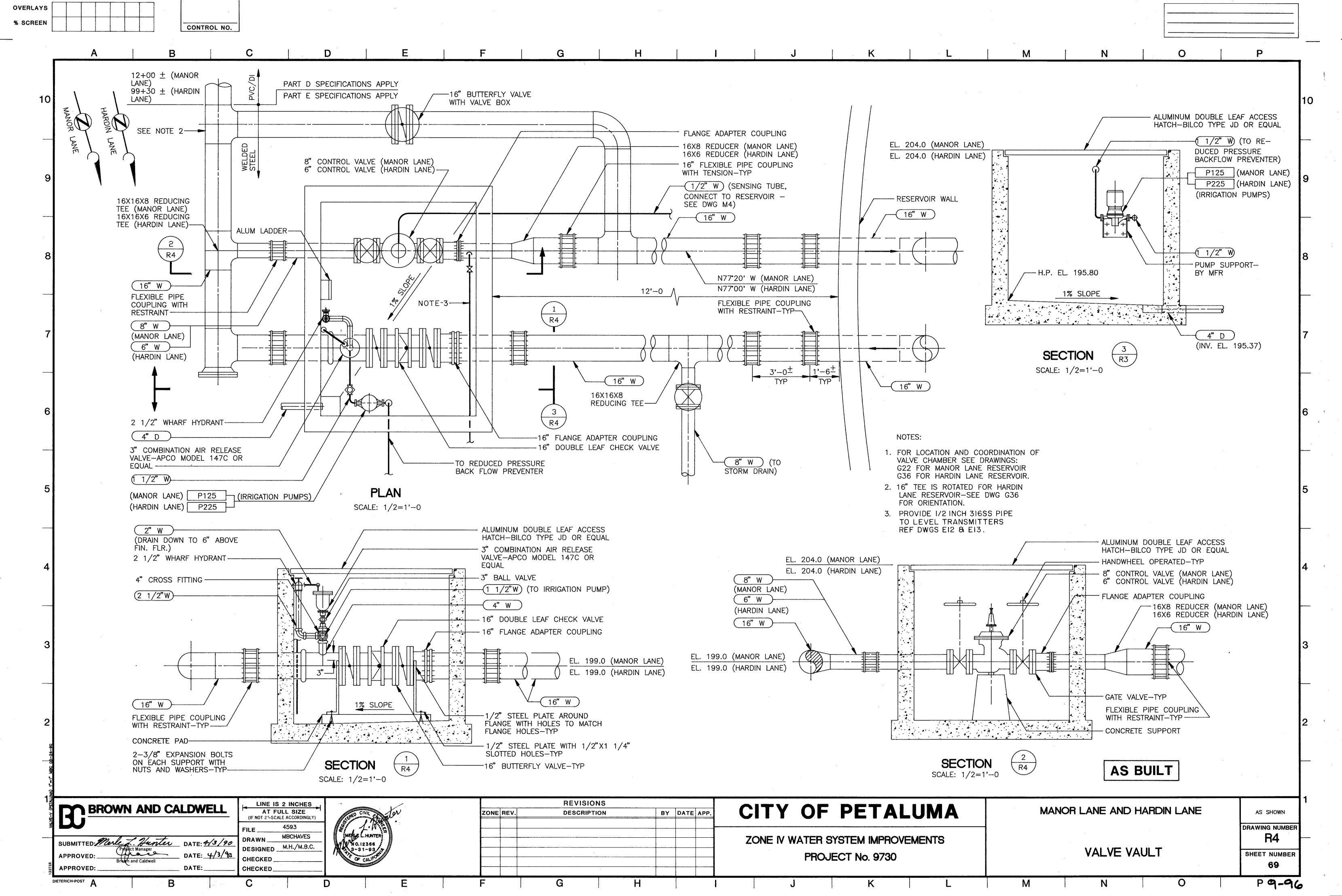












Hardin Lane Tank Site Photos

