

No. _____



City of Napa

PUBLIC WORKS DEPARTMENT

NAPA, CALIFORNIA

Notice Inviting Bids, Proposal, Contract

And Special Provisions

FOR

**Milliken WTP Filter Tanks Rehabilitation &
Coating Project - 2016**

PROJECT NUMBER - WQ16PW08

For use in connection with the Standard Specifications of the State of California Department of Transportation, 2015 Edition, the Standard Plans of the State of California Department of Transportation, 2015 Edition, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Mandatory Pre-Bid Meeting Date:

November 1, 2016, 1600 First Street, Napa, CA @ 9:00 AM

Public Works Office - Conference Room 128

Bid Opening Date:

November 8, 2016 at 2:00 PM

Bid Location:

Public Works Dept. Office – 1600 First Street, Napa, CA

Dated:

October 2016

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**CITY OF NAPA
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO BIDDERS

SEALED PROPOSALS, will be received at the office of the Public Works Department, 1600 First Street, Napa, California, until 2:00 p.m. on October 13, 2016 and there will be a public reading of the results for:

**MILLIKEN WTP FILTER TANKS REHABILITATION & COATING
PROJECT - 2016**

The work generally consists of removing existing interior coating, application of interior coating after interior tank repairs completed, interior welding work as needed, remove and replace interior pipe hangers, removing exterior paint as needed to complete welding work and application of exterior paint as needed.

Proposal envelopes must be addressed to the "Water Division General Manager, Water Administration Office, 1340 Clay Street, Napa, California 94559" and the following information must be clearly written on the outside of the envelope: a) the name of the project being bid; b) the date of the bid opening; and c) the time of the bid opening.

The estimated construction cost is \$250,000.00.

Bids are required for the entire work described herein. You must be a licensed Painting and Decorating Contractor in the State of California and possess a Class C-33 license at the time bids are opened. Also Prime Contractor and/or Subcontractor performing all welding work shall be a licensed Class A Contractor in the State of California at the time bids are opened.

A **mandatory pre-bid meeting** is scheduled for November 1, 2016 at 9:00 AM at the Public Works Office, Conference Room 128 at 1600 First Street, Napa, CA. The meeting is **mandatory** and will serve as be an opportunity for prospective bidders to ask questions about the project and field review the work site. A sign-in sheet will be available until 9:15 AM.

You may obtain bid documents consisting of plans, specifications, and bidding and contractual documents and forms online at:

http://www.cityofnapa.org/index.php?option=com_content&view=article&id=191&Itemid=920

or calling 707-257-9521 - Water Division Administration Office. Bid documents can be obtained at no charge. Alternatively bid documents may be viewed at the Water Division Office of Public Works Department, 1340 Clay Street, Napa, California.

All inquiries shall be emailed to the City's points of contact which are outlined as follows:

- o gdietrich@cityofnapa.org (Greg Dietrich, Project Engineering Assistant)
- o mhether@cityofnapa.org (Michael Hether, Senior Civil Engineer)
- o dstockon@cityofnapa.org (Dana Stockon, Engineering Aide)

Subject: Milliken WTP Filter Tanks Rehabilitation & Coating Project – 2016 - Inquiry

All email inquiries shall require verification of receipt by sender and be received no later than five (5) calendar days before the specified opening time.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate, must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after the bid opening, will not be treated as a bid protest.

The successful bidder must provide Performance and Payment (Labor and Materials) Bonds and are required to comply with the insurance requirements set forth in these Special Provisions.

Chapter 2.92 of the Napa Municipal Code requires every Contractor or subcontractor with the City of Napa for Public Works contracts in the sum of \$25,000 or more, be subject to Section 101, Napa City Charter. This requires the Contractor to take affirmative action to ensure non-discriminatory employment practices.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County, or Counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Napa and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Pursuant to requirements under the California Labor Code recently introduced under SB 854 (Stat. 2014, chapter 28), bidders should be aware of several significant new requirements related to the Department of Industrial Relations (DIR) compliance and enforcement efforts with respect to prevailing wage requirements on public works projects.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. Contractors and Subcontractors may register with the DIR at <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with DIR pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the DIR.

In accordance with Section 22300 of the Public Contracts Code, securities may be substituted for monies withheld to ensure performance under this contract.

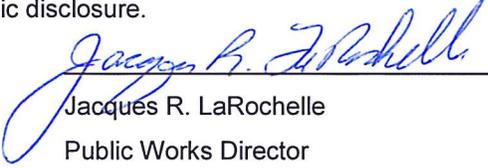
No bid will be accepted at the Water Division Office after the time specified for the opening of the bids. All bids must be submitted on the Bid Forms included in this Bid Book. All bids will be compared on the basis of the estimated quantities shown on the included Bid Schedule Form.

Cash, a certified check or bank draft, payable to the order of City of Napa, negotiable U.S. Government bonds (at par value), or a satisfactory bid bond executed by you and an acceptable surety, in an amount equal to ten percent (10%) of the total of bid, must be submitted with each bid.

Bids may be held by the City of Napa for a period not to exceed sixty (60) calendar days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract. The City of Napa reserves the right to reject any or all bids or to waive any informalities in the bidding.

Each bidder is hereby informed that, upon submittal of its bid to the City in accordance with these bid documents, the bid is the property of the City. The City will consider each bid subject to the public disclosure requirements of the California Public Records Act (California code section 6250, et seq.) after bid opening, unless there is a legal exception to public disclosure.

Dated: 10/19/16



Jacques R. LaRoche
Public Works Director
City of Napa

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SPECIAL NOTICE

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This project includes, but is not limited to, the following special requirements:

- **All inquiries shall be emailed to the City's points of contact which are outlined as follows:**
 - gdietch@cityofnapa.org (Greg Dietrich, Project Engineering Assistant)
 - mhether@cityofnapa.org (Michael Hether, Senior Civil Engineer)
 - dstockon@cityofnapa.org (Dana Stockon, Engineering Aide)

Subject: Milliken WTP Filter Tanks Rehabilitation & Coating Project – 2016 - Inquiry

- A **mandatory pre-bid meeting** is scheduled for October 4, 2016 at 9:00 AM at the Public Works Department Office, Conference Room 128, 1600 First Street, Napa California. The meeting is **mandatory** and is an opportunity for prospective bidders to ask questions about the project and field review the work site. Directions to the project site will be given at the pre-bid meeting, the Milliken Water Treatment Plant Facility is in the Silverado Country Club area.
- A plan holder list may be obtained at the City Of Napa Water Division Administration Office, 1340 Clay Street, Napa, California 94559. Telephone (707) 257-9521.
- Review insurance requirements with your insurance agent prior to submitting a bid proposal. Attention is directed to Section 3-1.18, "Contract Execution," of the Standard Specifications and the section titled, "Insurance," of these Special Provisions.

The following forms have been included at the end of these Special Provisions to assist the successful bidder in early execution of the contract documents: Agreement, Faithful Performance Bond form, Payment Bond form, Bidder's Bond (Not required for this Project), Commercial General Liability Additional Insured Endorsement form, and a form for Certification per Public Contract Code 995.640(a) and Warranty/Maintenance Bond (Issued after Project completion).

SPECIAL PROVISIONS

MILLIKEN WTP FILTER TANKS REHABILITATION & COATING PROJECT – 2016

SECTION 1 PLANS AND SPECIFICATIONS

The work embraced herein must be done in accordance with the Standard Specifications of the State of California Department of Transportation, 2015 Edition, the Standard Plans of the State of California Department of Transportation, 2015 Edition; the City of Napa Standard Plans dated July 2008, including any supplemental updates thereto, and these Special Provisions. In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions will take precedence over and be used in lieu of such conflicting portions.

These Special Provisions are expressed in U.S. customary units except where a referenced document uses the International System of Units as the standard.

Amendments to the Standard Specifications set forth in these Special Provisions will be considered as "Revised Standard Specifications" for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the Special Provisions, the indented text or table following the term will be considered the "Revised Standard Specifications." In case of conflict between such amendments and the Standard Specifications, the amendments will take precedence over and be used in lieu of the conflicting portions.

When in the Standard Specifications, or in any documents or instruments where the Standard Specifications govern, the following terms or nouns are used, the intent and meaning are interpreted as follows:

- A. City Standard Plans – The City of Napa Standard Specifications and Standard Plans dated July 2008.
- B. Days – As used in these Special Provisions, days mean working days.
- C. Department or Department of Transportation – Department of Public Works of the City of Napa, California.
- D. Director –Public Works Director of the City of Napa, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- E. Engineer - Public Works Director of the City of Napa, California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- F. Laboratory: The established laboratory of the City of Napa's current testing consultant, authorized by the Engineer to test materials and work involved in the contract.
- G. Liquidated Damages – The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85, to be paid to the City of Napa to be deducted from any payments due or to become due to you for each calendar day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.
- H. State Contract Act – all applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business and Professions Code, as they apply to contracts with local public agencies, as defined in said codes.

- I. Standard Specifications - The 2015 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, Office, or officer will be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.
- J. Harper & Associates Engineering, Inc. – Authorized agent acting within scope of the particular duties entrusted to them.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

Attention is directed to Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions related to bid eligibility and the bidding process. In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each proposal must have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Bid Forms.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications is included in the Bid Forms.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid Forms. Signing the Proposal will also constitute signature of the Noncollusion Affidavit.

2-1.02 AFFIRMATIVE ACTION REQUIREMENTS

DEFINITIONS

For purposes of this section:

1. "City Manager and/or the designated representative" means the person/s appointed to that position by the City Council.
2. "Prime Contractor" means a person, firm, partnership or corporation who has been awarded a contract by the City of Napa which is subject to Section 101, Napa City Charter and which is in the sum of \$25,000 or more.
3. "Principal Subcontractor" means a person, firm, partnership or corporation who has a contract with a prime contractor to supply labor and/or materials in the sum of \$12,000 or more.

AFFIRMATIVE ACTION REQUIRED

You must agree to observe the provisions of Section 2.92.040 of the Napa Municipal Code obligating every contractor or subcontractor under a contract or subcontract to the City of Napa for Public Works, subject to Section 101, Napa City Charter, in the sum of twenty-five thousand dollars (\$25,000.00) or more, to refrain from discriminatory employment practices on the basis of sex, race, color, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 2.92.040 is by reference made a part of this contract.

If any Contractor or subcontractor under contract to the City of Napa for Public Works must without good cause fail to appear at a public hearing of the Council after having been given written notice of such hearing, the Contractor forfeits further consideration of said appeal.

SUBMISSION OF AFFIRMATIVE ACTION INFORMATION

The following affirmative action information must be submitted by the Prime Contractor and each Principal Subcontractor:

1. City of Napa Affirmative Action Questionnaire
2. Copy of firm's Affirmative Action Program

The Prime Contractor must submit a completed City of Napa Affirmative Action Questionnaire with the bid. The questionnaire is located in the Bid Forms. Failure to submit the questionnaire with the bid could deem the bid non-responsive. A questionnaire for each of the Principal Subcontractors must also be completed but does not have to be submitted with the bid. Additionally, copies of the Prime Contractor's and each Principal Subcontractors Affirmative Action Program do not have to be submitted with the bid.

For the apparent successful bidder (low bidder), the affirmative action information not submitted with the bid, as described above, must be submitted to the City of Napa Water Division, 1340 Clay Street, Napa, California 94559 so the information is received by the City no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. Affirmative action information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required the affirmative action information by the time specified will be grounds for finding the bid or proposal non-responsive. Other bidders need not submit affirmative action information unless requested to do so by the City. When such request is made, the affirmative action information of such bidders must be submitted so the information is received by the City no later than close of business on the third day, not including Saturdays, Sundays and legal holidays, after said notification, unless a later time is authorized by the City.

2-1.03 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each bid must have listed therein the name, address, work to be performed (bid item number and description), numerical percentage of the total bid, and the contractor's license number of each subcontractor to whom you propose to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

Your attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. A sheet for listing the subcontractors, as required herein by Law, is included in the Bid Forms.

2-1.04 SECTION NOT USED

2-1.05 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should you find apparent discrepancies in the drawings or documents, or should you be in doubt as to their meaning, you should at once notify the Engineer, who will send written instructions to all bidders. The City of Napa will not be responsible for oral instructions or information obtained from an officer, agent, employee, or any other person and the same will not relieve you from fulfilling any of the conditions or covenants of the contract.

Any addendums or notices issued prior to bid opening will be sent to all holders of drawings and documents and will become a part of said drawings and documents and will be covered in the bid and will be made a part of the contract.

2-1.06 LOCAL BUSINESS PREFERENCE

Pursuant to Chapter 2.93 of the Napa Municipal Code, the City of Napa may afford local businesses a preference of a three percent (3%) reduction factor. Application of the reduction factor in the award of the contract and/or selection of the Contractor will not actually reduce the amount ultimately paid by the City to the successful bidder and/or selected Contractor.

“Local business” means any business which has or maintains its primary office, distribution point or place of business within the County of Napa, and which is shown by the records maintained by the City’s Finance Department as having secured a City of Napa business license and as having paid all applicable fees and taxes imposed by the City of Napa.

“Preference” means the reduction factor applied to the bid and/or estimate of a local business pursuant to this chapter.

“Reduction factor” means the amount by which any bid or estimate submitted by a local business for a City contract will be deemed by the City to be reduced as a preference for a local business in the City’s award of a City contract and/or selection of a City contractor.

A completed City of Napa Local Business Preference Questionnaire must be submitted with the bid in order to be considered for the local business preference described in this section.

2-1.07 SECTION NOT USED

2-1.08 SECTION NOT USED

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

Attention is directed to Section 3, “Contract Award and Execution,” of the Standard Specifications and these Special Provisions for the requirements and conditions related to the award and execution of contract.

The “Contract Award Period” table located in Section 3-1.04, “Contract Award,” of the Standard Specifications is amended to read:

Contract Award Period

Days after Bid Opening	Project estimated cost
60	< \$200 million

The award of the contract, if it be awarded, will be to the lowest and best bidder whose proposal complies with all the requirements prescribed.

The contract must be executed by you and must be returned, together with the contract bonds, to the Department so that it is received within ten (10) calendar days, not including Saturdays, Sundays and legal holidays, after you have received the contract for execution. Failure to do so will be just cause for forfeiture of the proposal guaranty. The executed contract documents must be delivered to the following address:

City of Napa Public Works Department
Water Administration Office
Attn: Michael Hether, Senior Civil Engineer
MILLIKEN WTP FILTER TANKS REHABILITATION &
COATING PROJECT – 2016
PROJECT NUMBER – WQ16PW08

3-1.02 BONDS

Delete Section 3-1.05, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)," of the Standard Specifications in its entirety and replace with the following:

The successful bidder must furnish the following two (2) bonds:

- 1 A Faithful Performance bond in an amount equal to one hundred percent (100%) of the contract price.
- 2 A Labor and Materials bond to guarantee payment of all claims furnished, in an amount equal to one hundred percent (100%) of the contract price.

Contract bonds must be on the City of Napa forms, copies of which are included in the Bid Forms or on a substantially similar form as approved by the City Attorney.

In conjunction with the submittal of bonds, the successful bidder must furnish the following information: (a) the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bonds to do so; (b) a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California; and (c) a certificate pursuant to CCP 995.640(c) from the clerk of Napa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or, in the event that it has, that renewed authority has been granted.

3-1.03 FAILURE TO EXECUTE CONTRACT AND FORFEITURE OF BID SECURITY

Delete Section 3-1.18, "Contract Execution," of the Standard Specification in its entirety and replace with the following:

In the event that the lowest responsible bidder does not properly and timely execute and submit the contract, required bonds, required insurance policies, and forms within ten (10) calendar days from the date of receipt of the City's award letter, not including Saturdays, Sundays, and legal holidays, the Bid Security must be forfeited to the City and the City may award the contract to the next lowest responsible bidder. The forfeited Bid Security may be utilized by the City in accordance with the California Public Contract Code sections 20170 through 20174.

3-1.04 RETURN OF PROPOSAL GUARANTIES

Section 3-1.19, "Bidder's Securities," of the Standard Specifications is amended to read:

Proposal Guaranties of all bidders will be retained until the contract has been finally executed, after which those proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

SECTION 4 START OF JOB SITE ACTIVITIES, TIME, AND LIQUIDATED DAMAGES

4-1.01 START OF ACTIVITIES AND TIME

Attention is directed to Sections 8-1.04, "Start of Job Site Activities", 8-1.05, "Time", and 8-1.10, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

You must diligently prosecute the work to completion before the expiration of **Forty (40)** working days. The contract time will begin five (5) working days after the date of the Notice to Proceed. Attention is directed to the section titled, "Schedule", of these Special Provisions.

The Notice to Proceed will not be issued until the contract is properly executed, good and approved bonds are furnished, and all insurance requirements have been met and the certificates have been approved by the City. No work under this contract may commence until the City issues the Notice to Proceed. Notify the City in writing, forty-eight (48) Hours prior to beginning work.

The City of Napa calendar of holidays located in Appendix A must be used to calculate working days.

4-1.02 LIQUIDATED DAMAGES

Attention is directed to Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions. You must pay to the City of Napa the sum of five hundred dollars (\$500) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5 GENERAL

5-1 SCOPE OF WORK

5-1.01 GENERAL

Attention is directed to filter tank rehabilitation & coating scope of work and technical specifications located in Appendix C – Technical Specifications of the Contract Documents, Standard Specifications and these Special Provisions for the requirements and conditions related to the scope of work.

5-1.02 SECTION NOT USED

5-1.03 DIFFERING SITE CONDITIONS

Attention is directed to Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications and these Special Provisions.

You will be allowed five (5) days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.42, "Requests for Information" and Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer will be deemed to have been accepted by you as correct. The notice of potential claim will set forth in what respects your position differs from the Engineer's determination and provide any additional information obtained by you, including but not limited to additional geotechnical data. The notice of potential claim must be accompanied by your certification that the following were made in preparation of the bid: a review of the contract, and an examination of the filter tank conditions above at the site.

5-1.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and you encounter materials which you reasonably believe to be asbestos or a hazardous substance as defined in Section 25914.1 and 25914.2 of the Health and Safety Code, and the asbestos

or hazardous substance has not been rendered harmless, you may continue work in unaffected areas reasonably believed to be safe. You must immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 and 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract, unless disclosed in the bid or contract documents.

If delay of work in the area delays the current controlling operation, you must submit an RFI to request a delay-related time or payment adjustment. Attention is directed to Section 8-1.07, "Delays," of the Standard Specifications.

5-2 CONTROL OF WORK

5-2.01 GENERAL

Attention is directed to Section 5, "Control of Work," of the Standard Specifications and these Special Provisions for the requirements and conditions regarding the contract parties' and contract acceptance

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Standard Specifications, Standard Plans, these Special Provisions, or the project plans, you must apply to the Engineer for such further explanations as may be necessary and must conform to them as part of the contract. In the event of any doubt or question arising respecting the true meaning of the Standard Specifications, Standard Plans, these Special Provisions, or the project plans, reference must be made to the Engineer, whose decision thereon will be final.

5-2.02 SECTION NOT USED

5-2.03 SANITATION FACILITIES

You must conform to the requirements of Section 13.16.070 of the Napa Municipal Code, requiring the maintenance of not less than one chemical toilet, approved by the Health Officer, on the premises, for each twenty (20) employees or fractional part thereof working at a construction job site, unless specifically exempt from this requirement by the Engineer. Alternate sanitary facilities if suitably located and adequately available may be substituted for the facilities required by Section 13.16.070, subject to approval of the Engineer. The job site location(s) of the chemical toilet must be approved by the Engineer.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-2.04 SECTION NOT USED

5-2.05 JOB SITE APPEARANCE

Attention is directed to Section 5-1.31, "Job Site Appearance," of the Standard Specifications and these Special Provisions.

You must maintain a neat appearance to the work.

In areas inside the Milliken Water Milliken Water Treatment Plant Facility, the following must apply:

- A. You must furnish trash bins for all debris and materials removed from the filter tanks. Debris must be placed in trash bins daily. You must secure Engineers approval of trash bin location prior to placement of trash bins.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-2.06 AREAS FOR USE

Attention is directed to -Section 5-1.32, “Areas for Use,” of the Standard Specifications and these Special Provisions.

Overnight storage and staging of materials within the Milliken Water Milliken Water Treatment Plant Facility will be provided by the Engineer. Any staging areas used by you must be subject to the section titled, “Water Pollution Control”, of these Special Provisions. Use of the staging areas within the Milliken Water Treatment Plant Facility will be at your own risk and the City will not be held liable for any damage or loss of materials of equipment located within such areas.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-2.07 WORK SAFETY

You must assume sole and complete responsibility for job site conditions for the duration of the project including, but not limited to, the safety and health conditions on the work site. This requirement must apply continuously and will not be limited to normal working hours. You must comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. You must furnish and use safety devices and safeguards and must adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe and healthful. You must take all steps necessary to ensure that any hazardous condition is corrected promptly either by you or by assigning such responsibility to the appropriate subcontractor and ensuring that the corrections are completed. The City, design Engineer, construction manager and the officers, agents or employees, will not have charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of you.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-2.08 CONFINED SPACES

Attention is directed to Section 7-1.02K(6)(d), “Confined Space Safety,” of the Standard Specifications and these Special Provisions.

For any work that is to take place in a confined space, you must comply with all CAL/OSHA regulations concerning entry into confined spaces. Confined space for the purpose of this Article pertains to the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.

Tests for the presence of combustible or dangerous gases must be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests must be kept at the job site.

Sources of ignition, including smoking, will be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe.

No employee will be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment.

Confined spaces that contain or that have last been used as containers of toxic gases, light oils, hydrogen sulfide, corrosives, or poisonous substances, must, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment.

Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top must be entered from the side openings or manholes when practicable.

1. Also refer to Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications regarding confined spaces.

MEASUREMENT AND PAYMENT – Full Compensation for conforming to the requirements of this section and providing all labor, materials, tools, equipment and incidentals and for doing all the work involved as described in these Special Provisions and the Standards Specifications, and as directed by the Engineer, shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

5-2.09 RECORD DRAWINGS

Using colored ink, you must make changes on a set of clean prints of the contract drawings. Indicate all changes and revisions to the original design that affect the permanent filter tank configuration. Reference underground utilities to semi-permanent or permanent physical objects

Drawings must be kept current with all work instructions, change orders and construction adjustments. Drawings must be subject to the inspection of the Engineer at all times. Progress payments, or portions thereof, may be withheld if drawings are not accurate and current.

Project record drawings are the property of the City. Prior to acceptance of the work, you must deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-2.10 SECTION NOT USED

5-3 CONTROL OF MATERIALS

5-3.01 GENERAL

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions for the requirements and conditions related to control of materials.

5-3.02 DISPOSAL OF MATERIAL

Attention is directed to Section 5-1.20B(4), "Contractor-Property Owner Agreement," of the Standard Specifications and these Special Provisions.

You must make arrangements for disposing of materials outside the street right-of-way, and pay all costs involved. Material must not be disposed of in any of the following areas:

- 1 Within the floodway of the City of Napa or the County of Napa.
- 2 Within the normal channel of any river, creek, stream, ditch, canal, swale or other water course and within the portions of the adjacent flood plain of same as are required to efficiently carry the flood flow, as determined by the Engineer.

Prior to any disposal of material, you must obtain written permission from the owner of the proposed disposal site. You must submit the property owner's written permission to the Engineer and obtain the Engineer's written approval before moving the material offsite.

MEASUREMENT AND PAYMENT – Full Compensation for conforming to the requirements of this section and providing all labor, materials, tools, equipment and incidentals and for doing all the work involved as described in these Special Provisions and the Standards Specifications, and as directed by the Engineer, shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

5-3.03 SECTION NOT USED

5-3.04 SUBMITTALS

GENERAL

You must submit samples, drawings, and data for the Engineer's approval which will demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of this specification.

Submit all samples, drawings and data, unless specified otherwise, in the quantity required for return to you, plus three, which the Engineer will retain. Label each sample, naming the project, the source of the material, and the proposed location of use on the project.

Restrict each submittal to only one Specification Section or portion thereof. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for complete systems. The Engineer may reject partial submittals as not complying with the provisions of the contract documents.

Specific items to be covered by submittals must include, as a minimum, the following:

NSF61 Interior Coating Material Coating Installation Procedures

As-Built Drawings and Details	Stainless Steel and Carbon Steel Metal Welding Materials & Supplies
NSF 61 Caulking Materials	MSD Product Sheets

Where the specifications indicate that you must follow manufacturer's instructions for installation of materials or equipment, those instructions must be submitted to the City prior to the start of work whether or not instructions are listed specifically as a submittal. When referenced, the manufacturers printed installation instructions will have the same effect as if printed in the contract documents.

Make all as-built drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Make all as-built drawing prints in blue or black line on white background. Reproductions of City drawings are not acceptable.

You must not use red color marks on submittals. Duplicate all marks on all copies submitted and ensure marks are photocopy reproducible.

Include legible scale details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout drawings, parts catalogs, rough-in diagrams, wiring diagrams, controls, weights, and other pertinent data. Provide, at a minimum, the detail provided in the Contract Documents.

Prior to submittal for Engineer's review, use all means necessary to fully coordinate all materials, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.
3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

You must make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

In scheduling, allow at least seven (7) calendar days for the Engineer's review, plus the transit time to and from the City office.

At least one copy of each submittal will be returned to you marked "Approved", "Approved as Noted", "Revise and Resubmit", or "Rejected." Submittals marked "Approved as Noted" need not be resubmitted, but the notes must be followed. If a submittal is rejected, it will be marked to indicate what is unsatisfactory. Resubmit revised drawings or data as indicated, in number of copies specified above.

Approval of each submittal by the Engineer will be general only and must not be construed as:

1. Permitting any departure from the contract requirements.
2. Relieving you of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the Engineer.

4. Relieving you from verifying all field conditions and dimensions.

Any submittals which are returned to you for resubmittal due to incompleteness or noncompliance more than once will cause additional review time and expense for the City. You must reimburse the City for all costs associated with the third and subsequent review of any submittals. The City reserves the right to deduct resubmittal review costs from amounts due to you.

SUBSTITUTIONS

The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by you are subject to the Engineer's approval.

The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

Requests for substitutions must be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material.

Any deviations from the plans and specifications must be clearly identified on the submittal.

FORM OF SUBMITTAL

Before submitting materials, You must provide the Engineer a template or example submittal form for the Engineers approval or you may use the sample form located in Appendix B. The included sample form can be provided to you in Microsoft Word format if requested.

You must completely identify each submittal and re-submittal by using one of the aforementioned forms and number submittals consecutively beginning with 1. Re-submittals must retain the original number with an added suffix starting with "A". Said form must include the name of the Project Engineer and the Project Name. It must also clearly indicate the Item Description, Manufacturer, Specification Section Reference and Drawing Sheet Number(s) Reference. All submittals must be certified by you for completeness and for compliance with the contract documents with the following Certification:

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any are clearly noted.

Allow a 3" x 4" space on the form for the City's Water Division Submittal Stamp.

Transmit all submittals to:

City of Napa – Water Division
1340 Clay Street
Napa, CA 94559
Attn.: Greg Dietrich

5-3.05 SECTION NOT USED

5-3.06 SECTION NOT USED

5-4 LEGAL RELATIONS AND RESPONSIBILITIES

5-4.01 INSURANCE

Section 7-1.06, "Insurance," of the Standard Specifications is deleted in its entirety and replaced with the following:

Without limiting Contractor's indemnification provided herein, you must take out and maintain at all times during the life of this contract the following policies of insurance with insurers with a current A.M. Best's rating of no less than A: VII, or its equivalent, against injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by Contractor, its agents, employees or subcontractors:

- A. Workers' Compensation with statutory limits as required by the California Labor Code. Said policy shall contain, or be endorsed with, the following provisions:
 - 1. The policy shall not be canceled without thirty (30) days prior written notice to City (10 days for non-payment of premium).
 - 2. The policy shall provide for a waiver of subrogation against City, its officers, employees and agents.
- B. Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in an amount no less than \$3,000,000 per project, or \$3,000,000 per occurrence/\$5,000,000 aggregate. If work involves explosives, underground or collapse risks, XCU must be included. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and security posted guaranteeing payment of losses and defense costs. Said policy shall contain, or be endorsed with, the following provisions:
 - 1. The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, with coverage to include products and completed operations of Contractor and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.
 - 2. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice to City (ten (10) days for non-payment of premium).
 - 3. For claims related to this project, the Contractor's insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City is excess to Contractor's insurance and will not be called upon to contribute with it.
 - 4. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees and agents.
- C. Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 00 01 06 92, Code 1 (any auto), in an amount of \$ \$3,000,000 per accident. The amount of any deductible or self-insured retention over \$100,000 shall be declared to and approved by the City. Said policy shall contain, or be endorsed with the provision that coverage shall not be canceled or reduced in coverage without 30 days prior written notice to City (10 days for non-payment of premium).
- D. **Not Required** - Builders Risk/Course of Construction (as applicable for new building construction or additions to existing City buildings) written on an "all-risk" form, for 100% of the completed value on the insurable part of the project. The Builder's Risk policy shall provide for losses to be payable to City and the Contractor as their interests may appear and that in the event of payment for any loss under the coverage provided, the insurer shall have no rights of recovery against City and Contractor.

- E. Prior to City's execution of Agreement, Contractor shall provide properly executed Certificates of Insurance and Endorsements, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the insurance required herein in a form approved by the City. The amount of any policy deductible or self-insured retention over \$100,000.00 shall be included. Upon City's written request, Contractor shall provide City with complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- F. Contractor shall include all subcontractors as insureds under its policies or require subcontractors to secure and maintain insurance in accordance with all the requirements stated herein.

5-4.02 INDEMNIFICATION

Section 7-1.05, "Indemnification," of the Standard Specifications is deleted in its entirety and replaced with the following:

City and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each City's representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, emotional injury, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, City and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each City's representative (excluding agents who are design professionals), from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies, or relating to claims, etc., for copyright and/or infringement of patent, and attorney's fees and consultant's fees, directly or indirectly, from any cause whatsoever, directly or indirectly, arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or in part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of City or by any person or entity required to be indemnified hereunder.

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City and each of its officers, employees, consultants, and agents including, but not limited to City, the Public Works Director and each City's representative.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims, procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable to the claimant. The Contractor will respond within thirty (30) days to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall reasonably be considered necessary by the City, may be

retained by the City until disposition has been made of the claim or suit for damages or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to City or other indemnified party to the extent of its active negligence.

5-4.03 NONDISCRIMINATION

Attention is directed to Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications.

5-4.04 WAGES

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications and these Special Provisions.

The general prevailing wage rates determined by the Director of Industrial Relations are available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-4.05 SECTION NOT USED

5-4.06 SECTION NOT USED

5-4.07 PERMITS AND LICENSES

GENERAL

Attention is directed to Section 5-1.20B "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these Special Provisions.

You must provide any and all licenses and permits required by the Work. You must abide by any and all Federal, State, County and City Laws and Rules affecting the work and must maintain all required protection for property, employees and the public and insurance in connection with same, for all of which you must bear necessary expense.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-4.08 PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by you in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications and these Special Provisions, must perform the work and supply the materials for which they are listed, unless you have received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

5-4.09 SUBCONTRACTING

Attention is directed to Section 2-1.33C, "Subcontractor List" and Section 5-1.13, "Subcontracting," of the Standard Specifications and these Special Provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

You must perform work equaling at least **thirty** percent (**30%**) of the value of the original total bid with your own employees and equipment, owned or rented, with or without operators.

5-4.10 SECTION NOT USED

5-4.11 SECTION NOT USED

5-4.12 SECTION NOT USED

5-5 PROSECUTION AND PROGRESS

5-5.01 SCHEDULE

Schedules will be required for this contract and must conform to requirements of Section 8-1.02, "Schedule," of the Standard Specifications and these Special Provisions.

You must submit three (3) copies of initial schedules before or at the Preconstruction Conference. The Engineer will review schedules and if not acceptable return review copy within three (3) working days after the receipt. If required, you must resubmit revised schedules within three (3) working days after return of review copy. A Notice to Proceed may be issued, but work will not be allowed to commence until the City has reviewed and approved the schedule.

A two-week rolling schedule must also be updated and provided to the Engineer at the beginning of each work week. The two-week rolling schedule must include your proposed daily activities and location(s) of work during the coming two-week period. During the contract period, you must also coordinate his activities daily with the Engineer.

No progress payments will be made for any work if schedules are not provided to the Engineer pursuant to this section.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Mobilization includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-5.02 PAYMENT OF WITHHELD FUNDS

Payment of withheld funds must conform to Section 9, "Payment," of the Standard Specifications and these Special Provisions.

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to your failure to fulfill a contract requirement.

5-5.03 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

A prime contractor or subcontractor must pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the Department's prior written approval. Any violation of Section 7108.5 will subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-5.04 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

You must return all moneys withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications and these Special Provisions. This requirement must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your subcontractor in the event of a dispute involving late payment or nonpayment by you or deficient subcontract performance or noncompliance by a subcontractor.

5-5.05 SECTION NOT USED

5-5.06 SECTION NOT USED

5-5.07 WORKING DAYS AND HOURS OF WORK

Attention is directed to Section 8-1.05, "Time," of the Standard Specifications and these Special Provisions.

Unless otherwise stated in these Special Provisions, construction activities throughout the entire duration of the project will be limited to the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday except legal holidays.

The City of Napa recognized holidays located in Appendix A is used to determine the legal holidays.

If you desire to work on Saturdays, Sundays, City holidays, or hours beyond those stated above, you must submit a written request to the Engineer for approval. The request must state the reason for the

change in the working day or schedule, and must be submitted a minimum of five (5) working days prior to the requested change.

The Engineer will approve or deny the request within three (3) working days and advise you in writing of his decision. The Engineer's decision will be final. If the request is approved, you will be required to pay the cost of providing inspection services for the work being performed. If inspection services are not available for the requested change, the Engineer may deny the request.

5-5.08 TERMINATION OF CONTROL

Attention is directed to Section 8-1.13, "Contractor's Control Termination," of the Standard Specifications and these Special Provisions:

If, in the opinion of the Engineer, you have at any time during the life of the contract:

- a. failed to supply an adequate working force or equipment
- b. failed to supply materials of specified quality
- c. failed to comply with these Special Provisions

To the extent that such failures violate the intent of the contract, the Engineer will give notice thereof in writing to you and specify in said notice a day by which you must attain full compliance with the provisions of the contract relating to said failures. Should you fail to comply with said notice within the time specified, the Engineer will have full power to temporarily suspend the operation of the contract pending final decision by the Engineer as to termination of the contract.

Notice of temporary suspension will be given to you in writing and a copy thereof will be filed with the Engineer. Upon receipt of said temporary suspension notice, your control of the work will temporarily cease and you must not work on any part of the contract. Within fifteen (15) days of receipt of said notice of temporary suspension, the Engineer will decide whether sufficient grounds are present for termination of your control over the work.

Should the Engineer decide that you have failed to provide means for satisfactory compliance with the contract as directed by the Engineer, within the time specified in the notice to comply, the Engineer will have the power to suspend the operation of the contract.

Upon receiving notice of such suspension, you must discontinue said work, or such parts of it as the Council may designate. Upon such suspension, your control will terminate and thereupon the Council or its duly authorized representative may take possession of all or any part of your materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances and equipment and buy such additional materials and supplies at your expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials and purchase the materials contracted for, in such manner as the Engineer may deem proper; or the Engineer may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against you and your sureties, who will be liable therefore.

In the event of such suspension, all money due to you or retained under the terms of this contract will be forfeited to the City, but such forfeiture will not release you or your sureties from liability for failure to fulfill the contract. You and your sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided and you will be so credited with any surplus remaining after all just claims for such completion have been paid.

On completion of the contract, the original Contractor will be entitled to the return of all unused materials, equipment, tools, and appliances, except that they will have no claim on account of unusual and ordinary depreciation, loss and wear and tear.

In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the Engineer will be binding on all parties to the contract.

5-5.09 PERFORMANCE OF SURETIES

In the event of any termination as hereinbefore provided, the Engineer will immediately give written notice thereof to you and to your sureties, and the sureties will have the right to take over and perform the contract; provided, however, that if the sureties, within five (5) days after receiving, said notice of termination, do not give the City written notice of their intention to take over the performance of the contract, and do not commence performance thereof within five (5) days after notice to the City of such election, the City may take over the work and prosecute the same to completion as hereinbefore provided.

5-5.10 SECTION NOT USED

5-5.11 SECTION NOT USED

5-5.12 SECTION NOT USED

5-6 MEASUREMENT AND PAYMENT

5-6.01 PAYMENT

Attention is directed to Sections 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and Section 10-4.1, "FILTER TANK REHABILITATION AND COATING SCOPE OF WORK" of these Special Provisions.

City of Napa Charter Section 102, "Progressive Payments on Contracts", requires a ten percent (10%) retention on Public Works contracts. The City of Napa will retain ten percent (10%) of the value of all work done, including Mobilization, as part security for the fulfillment of the contract by you.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

5-6.02 GUARANTEE

You hereby guarantee that all work performed and materials provided under the contract will meet fully with the requirements of the contract documents.

You guarantee all materials and workmanship against defects for a period of one (1) year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. "Final acceptance" as used herein is the filing of a "Notice of Completion" with the County Recorder by the City Engineer.

You assume responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.

You hereby agree that if, within a period of one (1) year, unless noted otherwise, after final acceptance of the work performed under the contract, any portion of the work installed, constructed, or performed by him fails to fulfill any of the requirements of the contract, you will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials.

Should you fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before you can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and you must pay to the City the actual cost of such repairs plus fifteen percent (15%).

You will be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which will be binding upon you and your sureties.

MEASUREMENT AND PAYMENT – The contract lump sum price for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-6.03 RECORDS

You must maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.05B, "Work-Character Changes," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 5-1.43, "Potential Claims and Dispute Resolution," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records must include the information specified for daily extra work reports in Section 5-1.27D, "Cost Accounting Records," of the Standard Specifications and these Special Provisions. The requirements for furnishing the Engineer completed daily extra work reports will only apply to work paid for on a force account basis.

The cost accounting records for the contract must be maintained separately from other contracts, during the life of the contract, and for a period of not less than three (3) years after the date of acceptance of the contract. If you intend to file claims against the City, you must keep the cost accounting records specified above until complete resolution of all claims has been reached.

MEASUREMENT AND PAYMENT – The contract lump sum price for Control of Work includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

5-6.04 EXTRA WORK/FORCE ACCOUNT

Attention is directed to Sections 4-1.05 "Changes and Extra Work" and 9-1.04 "Force Account" of the Standard Specifications and these Special Provisions.

All extra work or force account work must be completed upon written direction and approval from the City. All daily extra work reports (DEWR) must be submitted to the project inspector by twelve (12) noon the following working day. The DEWR must only list the labor, hours, materials and equipment used to perform the extra work. The DEWR reports must be on triplicate forms. When the project inspector signs the form, you will be given a copy for your records. If the project inspector is not available for review of the DEWR's, then you must submit the form to the Engineer within the stated timeframe for approval.

Completed billing for extra work, showing full cost extensions must be submitted to the project Engineer within fifteen (15) working days from the time the extra work was completed along with all backup invoices and material tags.

Your DEWR form and billing, as approved by the Engineer, must be submitted for approval at the preconstruction meeting. The City will approve the forms or require modifications within three (3) working days after being submitted.

SECTION 6 NOT USED

SECTION 7 NOT USED

SECTION 8 MATERIALS

8-1 MISCELLANEOUS

8-1.01 CITY FURNISHED MATERIALS

The following items shall be furnished by the City of Napa Water Division:

- Onsite project construction water

8-1.02 SECTION NOT USED

SECTION 9 NOT USED

SECTION 10 CONSTRUCTION DETAILS

10-1 GENERAL

10-1.01 ORDER OF WORK

As required by these Special Provisions, you must follow the sequence of operations as set forth herein.

The order of work shall be as follows:

1. Remove existing interior and exterior filter tank coating/paint as required to make all tank repairs in accordance with the requirements in the Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications.
2. Make all interior tank shell structural weld repairs (pressure tank standards) in accordance with the requirements in the Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications.
3. Make all interior manway structural weld repairs (pressure tank standards) in accordance with the requirements in the Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications.
4. Remove and replace interior hangers (12 each) in accordance with the requirements in the Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications.
5. Prepare all surfaces prior to interior coating in accordance with the requirements in the Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications.
6. Apply all interior coating in accordance with the requirements in the Appendix C – Technical Specifications – TS – Section 01000 – Summary of Work, TS – Section 09800 – Coating and Painting and TS – Section 13200 – Miscellaneous Structural Modifications.

10-1.02 WATER POLLUTION CONTROL

GENERAL

The following additional requirements must be met on all projects within the City of Napa.

A. Non hazardous Material / Waste Management

1. Designated Area - You must propose designated areas of the project site and any staging areas, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses and creeks.
2. Disposal
 - a. At the end of each working day, you must collect all scrap, debris, and waste material, and dispose of such materials properly.
 - b. You must inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.
 - c. You must not discharge water on-site from cleaning dumpsters.
 - d. You must arrange for regular waste collection before dumpsters overflow.

B. Hazardous Material / Waste Management

1. Storage
 - a. You must label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with the City of Napa Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.
 - b. You must store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. As needed, these materials and wastes are to be covered to avoid potential management of collected rain water as a hazardous waste.

- c. You must keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.
 2. Usage
 - a. When rain is forecast within 24 hours or during wet weather, the Engineer may prevent you from applying chemicals in outside areas.
 - b. You must not over-apply pesticides or fertilizers and must follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the Napa County Agriculture Department.
 3. Disposal
 - a. You must arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.
 - b. You must dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.
- C. Spill Prevention and Control
 1. You must keep a Spill Prevention Kit with spill cleanup materials, such as rags or absorbents, readily accessible on-site.
 2. You must immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, you must handle the waste as described in section B.3.b. above.
 3. You must not wash any spilled material into streets, gutters, storm drains, or creeks and must not bury spilled hazardous materials.
 4. You must report any hazardous materials spill to City of Napa Dispatch at (707) 257-9223.
- D. Vehicle / Equipment Cleaning
 1. You must not perform vehicle or equipment cleaning on-site, in any staging area or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.
 2. You must perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.
- E. Vehicle / Equipment Maintenance and Fueling
 1. You must perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills.
 2. You must use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured.
 3. You must keep a Spill Prevention Kit with spill cleanup materials, such as rags or absorbents, readily accessible on-site.
 4. You must clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in section B.3.b. above.
 5. You must not wash any spilled material into streets, gutters, storm drains, or creeks and must not bury spilled hazardous materials.
 6. You must report any hazardous materials spill to City of Napa Dispatch at (707) 257-9223.

7. You must inspect vehicles and equipment arriving on-site for leaking fluids and must promptly repair leaking vehicles and equipment. Drip pans must be used to catch leaks until repairs are made.
8. You must recycle waste oil and antifreeze, to the maximum extent practicable.
9. You must comply with Federal, State, and City requirements for aboveground storage tanks.

F. Contractor Training and Awareness

1. You must train all employees/ subcontractors on the storm water pollution prevention requirements contained in these Special Provisions.
2. You must inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
3. You must post warning signs in areas treated with chemicals.

ACTIVITY-SPECIFIC REQUIREMENTS –

The following requirements must be met on all projects within the City of Napa that include the listed activities.

B. Concrete, Grout, and Mortar Waste Management

1. Material Management - You must store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.
2. Concrete Truck/Equipment Wash Out
 - a. You must not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
 - b. You must perform washout of concrete trucks or equipment off-site or in a designated area on-site where the water will flow onto a temporary plastic lined pit or bermed area. Once concrete hardens, you must transport it to Napa Recycling & Waste Services located at 820 Levitin Way in Napa, for recycling. Allow wash water to evaporate.

MEASUREMENT AND PAYMENT – The contract lump sum price paid for Mobilization includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.03 PRECONSTRUCTION CONFERENCE

Attention is directed to Section 8-1.03, "Preconstruction Conference," of the Standard Specifications and these Special Provisions.

A preconstruction conference will be held after the contract is signed and prior to issuance of the Notice to Proceed. The Engineer will designate the time and place. You (and major subcontractors as required) must attend the meeting. Your representative at this conference must include all major superintendents for the work and may include major subcontractors.

The City will have the Coating Consultant and Inspection Staff at the preconstruction conference.

At, or prior to, this meeting, you must submit:

1. A copy of their City of Napa business license
2. A letter or memorandum designating the authorized representative who will have authority to represent and act for you during the entire contract period

3. A letter or memorandum designating two 24-hour emergency contact persons and their telephone numbers.
4. A project schedule per the section titled "Schedule" of these Special Provisions.

MEASUREMENT AND PAYMENT – The contract lump sum price for Mobilization includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.04 SECTION NOT USED

10-1.05 SECTION NOT USED

10-1.06 MOBILIZATION

Attention is directed to Section 9-1.16D, "Mobilization," of the Standard Specifications.

MEASUREMENT AND PAYMENT – The contract lump sum price for Mobilization includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.07 SECTION NOT USED

10-1.08 SECTION NOT USED

10-1.09 SECTION NOT USED

10-1.10 SECTION NOT USED

10-1.11 SECTION NOT USED

10-1.12 SECTION NOT USED

10-1.13 CONSTRUCTION WATER

Water required for the project must be taken through a provided location inside the Milliken Water Treatment Plant Facility at no cost to the Contractor.

10-1.14 SECTION NOT USED

10-2 SECTION NOT USED

10-3 SECTION NOT USED

10-4 FILTER TANKS

10-4.1 FILTER TANK REHABILITATION AND COATING SCOPE OF WORK

The filter tank interior shell rehabilitation, removal and replacement of interior hangers and coatings scope of work and technical specifications are located in Appendix C - Technical Specifications.

No adjustments will be made to the contracted bid item unit price.

The Measurement and Payment for the filter tank interior shell rehabilitation, removal and replacement of interior hangers and coatings scope of work and technical specifications located in Appendix C - Technical Specifications of the Contract documents are listed below:

BASELINE BID ITEMS:

MEASUREMENT AND PAYMENT – The contract Lump Sum price for **Interior Coating (Four Tanks)** includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, **in a confined space**, complete in place, as shown on the plans, as specified in the Technical Specifications, Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

MEASUREMENT AND PAYMENT – The contract per Each price for **Removal and Replacement of Interior Pipe Hangers** includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, **in a confined space**, complete in place, as shown on the plans, as specified in the Technical Specifications, Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

MEASUREMENT AND PAYMENT – The contract per Crew Hour each price for **Interior Tank Structural/Pressure Class Repair Welding (Labor Only)** includes full compensation for providing all labor, tools, equipment and incidentals and for doing all the work involved in this section, **in a confined space**, complete in place, as shown on the plans, as specified in the Technical Specifications, Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

MEASUREMENT AND PAYMENT – The contract per Crew Hour each price for **Interior Manway Structural/Pressure Class Repair Welding (Labor Only)** includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, **in a confined space**, complete in place, as shown on the plans, as specified in the Technical Specifications,

Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

MEASUREMENT AND PAYMENT – The contract per Weekly price for **Dehumidification** includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, **in a confined space**, complete in place, as shown on the plans, as specified in the Technical Specifications, Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

ALTERNATE BID ITEM:

MEASUREMENT AND PAYMENT – The contract Lump Sum price for **Interior Coating (One Tank Only)** includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, **in a confined space**, complete in place, as shown on the plans, as specified in the Technical Specifications, Standard Specifications and these Special Provisions, as directed by the Engineer, and no additional compensation will be allowed therefor.

10-5 SECTION NOT USED

10-6 SECTION NOT USED

SECTION 11 NOT USED

SECTION 12 NOT USED

SECTION 13 NOT USED

SECTION 14 NOT USED

**PROPOSAL TO THE CITY OF NAPA
PUBLIC WORKS DEPARTMENT
MILLIKEN WTP FILTER TANKS REHABILITATION &
COATING PROJECT – 2016**

PROJECT NUMBER – WQ16PW08

NAME OF BIDDER _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the City of Napa Standard Specifications and Standard Plans dated July 2008, the Standard Specifications of the State of California Department of Transportation, 2015 Edition, the Standard Plans of the State of California Department of Transportation, 2015 Edition, including any supplemental updates thereto, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are dated October 2016 and are entitled:

**MILLIKEN WTP FILTER TANKS REHABILITATION &
COATING PROJECT – 2016
PROJECT NUMBER – WQ16PW08**

The project plans for the work to be done were approved October 2016 and are entitled:

CITY OF NAPA PUBLIC WORKS DEPARTMENT
**MILLIKEN WTP FILTER TANKS REHABILITATION &
COATING PROJECT – 2016
PROJECT NUMBER – WQ16PW08**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Copy of Engineer's Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Napa, and that discretion will be exercised in the manner deemed by the City of Napa to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Napa respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Napa, and the insurance certificates within ten days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the City of Napa that the contract has been awarded, the City of Napa may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the City of Napa.

The Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

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

BID SCHEDULE
MILLIKEN WTP FILTER TANKS REHABILITATION &
COATING PROJECT – 2016
PROJECT NUMBER – WQ16PW08

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1.	Control of Work	LS	1		
2.	Mobilization	LS	1		
3.	Interior Tank Coating (Four Tanks)	LS	1		
4.	Hanger Misc. Metal Work	EA	12		
5.	Interior Tank Structural/Pressure Class Repair Welding – Labor Only	CREW HR	80		
6.	Interior Manway Structural/Pressure Class Repair Welding – Labor Only	CREW HR	40		
7.	Dehumidification	WEEK	6		

TOTAL BASE BID _____

ALTERNATE BID ITEM: The City will use the above Base Bid to determine the low bidding Contractor, but has the option to delete Bid Item No. 3 and adding the Alternate Bid Item No. 8 below.

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
8.	Interior Tank Coating (One Tank Only)	LS	1		

TOTAL ALTERNATE BID ITEM NO. 8 ONLY _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

State of California)
County of _____) ss.
)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Notarizing this document is not required.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE SHEET

Accompanying this proposal is _____
(Insert the words "cash(\$ _____)," "cashier's check," "certified check,"
or "bidder's bond," as the case may be.)
in amount equal to at least ten percent of the total of the bid.

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager authorized to sign contracts; if a copartnership, state true name of firm, also names of all individual copartners composing firm authorized to sign contracts; if bidder or other interested person is an individual, state first and last names in full.

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

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

To all the foregoing, and including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information and Bid Bond contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the aforementioned Bidding Schedule(s).

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Public Contract Code Section 7106 is true and correct.

Date: _____

Bidder: _____

By: _____

Signature

Title: _____

CITY OF NAPA DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

NOT REQUIRED

We, _____ as Principal, and _____

as Surety are bound unto the City of Napa, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (insert date of bid opening)

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

The surety, for value received, hereby stipulates and agrees that the obligation of said surety and its bond shall in no way be impaired or affected by any extension of time within which the City of Napa may accept such bid; and Surety does hereby waive notice of any such extension.

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

Dated: _____ 20__.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20__ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

City of Napa

Local Business Preference Questionnaire

(To Be Submitted by All Bidders Requesting Local Business Preference)

1. Does your business and/or any subsidiary of your business have an office, distribution point or place of business in the County of Napa?

Yes _____ No _____ If yes, the address is:

If no, your business would not qualify for the local bidder preference.

2. Do you consider the office, distribution point or place of business which is located in the County of Napa to be a primary office, primary distribution point or primary place of business (as defined in the section titled, "Local Business Preference," of the bid documents)?

Yes _____ No _____
If no, your business would not qualify for the local bidder preference.

3. What are the major business functions and activities that take place in the office, distribution point or place of business located in the County of Napa which, in your opinion, qualifies the office, distribution point or place of business to be primary? Please list them below.

4. Does your business and any subsidiary(ies) which have a primary office, primary distribution point or primary place of business in the County of Napa have a current City of Napa business license?

Yes _____ No _____ If yes, the business license number(s) is (are):

5. Are all applicable fees and taxes imposed by the City of Napa on your business and any subsidiary(ies) which have a primary office, primary distribution point or primary place of business in the County of Napa been paid?

Yes _____ No _____

6. When was the primary office, primary distribution point or primary place of business located in the County of Napa established?

_____ (Date)

I have familiarized myself with Chapter 2.93, Public Works Contracts, Local Bidder Preference, of the Napa Municipal Code (NMC) and believe I meet the requirements to be considered a local bidder.

Signature

Date

Finance Department Verification:

The above named business and any subsidiary(ies) which have a primary office, primary distribution point or primary place of business in the County of Napa have a current City of Napa business license and have paid all applicable fees and taxes imposed by the City of Napa.

By: _____

Public Works Department Recommendation:

_____ The above named business does qualify as a local bidder in accordance with Chapter 2.93 of the Napa Municipal Code

_____ The above named business does not qualify as a local bidder in accordance with Chapter 2.93 of the Napa Municipal Code.

By: _____

CITY OF NAPA
AFFIRMATIVE ACTION QUESTIONNAIRE
NONDISCRIMINATORY HIRING AND
EMPLOYMENT PRACTICES

I. POLICY AND PRACTICES	YES	NO
1. Do you have an established Affirmative Action Plan?		
2. Is it your policy to recruit, hire, train, upgrade, promote and discipline persons without regard to his or her sex, race, color, religious creed, national origin or ancestry?		
3. Have you notified all supervisory personnel and personnel officers in your employment in writing of the nondiscrimination provisions of the contract and your commitment thereunder? If no, by what date will this be done? _____		
4. Have you notified unions, employment agencies, advertising agencies and the Department of Human Resources in writing of your commitments under the nondiscrimination provisions of the contract?		
5. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to sex, race, color, religious creed, national origin or ancestry?		
6. Have you or your authorized representative negotiated and developed with employee organizations an agreement defining your responsibilities and those of the employee organizations for nondiscriminatory practices in hiring, referral, upgrading and training of employees, and to implement compliance with respect to the employment process or apprenticeship programs to the end that every qualified worker will be given an equal opportunity for employment without regard to his or her sex, race, color, religious creed, national origin or ancestry? If no, have you attempted such negotiations? _____ Explain why the negotiations have not been successful. _____ _____ _____		
7. Have you notified all of your subcontractors of their obligation to comply with the nondiscrimination provisions of the contract?		

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

AGREEMENT

**CITY OF NAPA
STATE OF CALIFORNIA**

THIS AGREEMENT is made and entered into by and between the City of Napa, a Municipal Corporation, hereinafter called "City" and [Click here and insert Contractor] , hereinafter called "Contractor," for the [Click here and insert Project Name and Number]

RECITALS

City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

A notice was duly published for bids, and bids were received for the improvement hereinafter described.

On [Click here and insert date of award], after notice duly given, the City Council of the City of Napa awarded the contract for the construction of the improvement hereinafter described to Contractor, which Contractor said Council found to be the lowest responsive and responsible bidder for construction of said improvement.

City and Contractor desire to enter into this Agreement for the construction of said improvements.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract Documents

The complete contract consists of the following documents:

- A. The Notice to Bidders
- B. The Special Provisions
- C. The Bid Proposal Forms
- D. This Agreement
- E. The Standard Specifications of the State of California Department of Transportation, 2010 Edition
- F. The Standard Plans of the State of California Department of Transportation, 2010 Edition
- G. The Faithful Performance Bond, Labor and Material Bond, and Warranty/Maintenance Bond
- H. City of Napa Standard Specifications and Standard Plans, dated July 2008
- I. Project drawings for the [Click here and insert Project Name and Number], consisting of [Click here and insert number of] sheets, Drawing # "[Click here and insert number]" .
- J. Federal Minimum Wages or Prevailing Wages

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above-named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as "the contract documents."

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

2. Scope of Work

The scope of work is described in the contract documents.

3. Performance of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good and workmanlike manner the work of construction as called for, and in the time and manner designated in, and in strict conformity with, the contract documents for said work.

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed, as required in said plans and specifications under the direction and supervision, and subject to the approval, of the City Engineer of the City of Napa, or his designated assistant or assistants.

Contractor agrees to observe the provisions of Section 2.92.040 of the Napa Municipal Code obligating every Contractor or subcontractor under a contract or subcontract to the City of Napa for Public Works, subject to Section 101, Napa City Charter, in the sum of \$25,000 or more, to refrain from discriminatory employment practices on the basis of sex, race, color, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such Contractor or subcontractor. Said Section 2.92.040 of the Napa Municipal Code is by reference made a part of this contract.

4. Compliance with Department of Industrial Relations Contractor Registration Requirement

Pursuant to requirements under the California Labor Code, Contractor hereby acknowledges its affirmative obligations related to the Department of Industrial Relations (DIR) compliance and enforcement efforts with respect to prevailing wage requirements on public works projects.

- a. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. Contractors and Subcontractors may register with the DIR at <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>
- b. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with DIR pursuant to Labor Code section 1725.5.

This construction of the improvements under this Agreement is subject to compliance monitoring and enforcement by the DIR.

5. Contract Price

City shall pay, and Contractor shall accept, in full payment for the work agreed to be done, the dollar amounts shown on the attached Bid Schedule. Increases or decreases in the contract quantities shall operate in the manner provided for in the contract documents. Payment in installments shall be as provided for in the contract documents.

6. Extra and/or Additional Work and Changes

Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said plans, specifications or other contract documents, it shall be at liberty to do so and the same shall in no way affect or make void the contract. The value of such will be added to, or deducted from, the contract price, as the case may be, in accordance with the provisions for such contained in the contract documents.

7. Provisions Cumulative

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to City.

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

8. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City of Napa
P.O. Box 660
955 School Street
Napa, CA 94559
Attn: Public Works Department

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

Notices required to be given to Contractor shall be addressed as follows:

[Click here and insert Contractor]
[Click here and insert address]
[Click here and insert City]

Notices required to be given to Sureties of Contractor shall be addressed as follows:

[Click here and insert Surety Company]
c/o [Click here and insert Surety]
[Click here and insert address]
[Click here and insert City]

DATED this _____ day of _____, 200 ____.

CITY OF NAPA, a Municipal Corporation

CONTRACTOR: (Name and form of organization)

Jacques R. LaRochelle,
Public Works Director

Contractors License No.

ATTEST:

By: _____
Name and Title

Dorothy Roberts, City Clerk

By: _____
Name and Title

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

Budget Code [Insert Account Number]

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

BID SCHEDULE

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
1.	Items in contract will be same as those in Bid Proposal				\$ 1.00
2.					\$ 1.00
3.					\$ 1.00
4.					\$ 1.00
5.					\$ 1.00
6.					\$ 1.00
7.					\$ 1.00
8.					\$ 1.00
9.					\$ 1.00
10.					\$ 1.00
11.					\$ 1.00
12.					\$ 1.00
13.					\$ 1.00
14.					\$ 1.00
15.					\$ 1.00
16.					\$ 1.00
17.					\$ 1.00
18.					\$ 1.00
19.					\$ 1.00

TOTAL BID

\$19.00

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

FAITHFUL PERFORMANCE BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Napa (hereinafter designated as "City"), a municipal corporation located in the County of Napa, State of California, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal," whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "_____", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$_____) lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his/her/its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, therein provided, on his/her/its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal)

(Surety)

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID
LABOR AND MATERIALS BOND
(Construction)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Napa (hereinafter designated as "City"), a municipal corporation located in the County of Napa, State of California, has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal," whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled "_____", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract; provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the Principal and _____, as surety, are held and firmly bound unto the City in the penal sum of _____ dollars (\$_____) lawful money of the United States, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall insure to the benefit of any and all persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said chapter, all acts amendatory thereof, and all other statutes referred to therein. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal)

(Surety)

**FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID
WARRANTY/MAINTENANCE BOND**

WHEREAS, the City Council of the CITY OF NAPA, State of California (hereinafter designated as "City"), and _____ (hereinafter designated as "Principal"), have entered into an agreement ("Agreement") dated _____, 20____, whereby Principal guaranteed that all improvements (as defined therein) constructed by or on behalf of Principal shall be free from defects of materials or work quality and shall perform satisfactorily for a period of at least one (1) year from the date of final acceptance of all work performed under the Agreement and further, the principal agreed to repair defects and replace improvements which cannot be repaired within said one (1) year period; and

WHEREAS, said Principal is required to furnish a bond for the faithful performance of its responsibility to maintain repair and replace said improvements.

NOW, THEREFORE, we the Principal and _____ as surety are held and firmly bound unto the City in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on this or their part, to be kept and performed by Principal as required therein and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness hereof, this instrument has been duly executed by the Contractor and surety above named on _____, 20____.

NOTE: To be signed by Principal, and Admitted Surety and acknowledgement and notarial seal for both attached. Attach copy of authority for surety agent and County Clerk certificate under CCP §995.660)
[SEAL]

(Principal)

(Surety)

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

EXAMPLE OF ACCEPTABLE INSURANCE DOCUMENTATION

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER FOR CONSTRUCTION BID SPECIFICATIONS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED JOHN DOE CONTRACTOR	INSURERS AFFORDING COVERAGE INSURER A: Shifting Sands Co. INSURER B: Helping Hands Co. INSURER C: ABC Excess INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TRIP	ADDITIONAL TRIP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XXXXX	7/1/08	7/1/09	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XXXXX	7/1/08	7/1/09	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XXXXX	7/1/08	7/1/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	XXXXX	7/1/08	7/1/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All operations of the Named Insured, including project referenced below, if any.
 General Liability - see additional insured endorsement attached - City, its officers, agents and employees are additional insureds including completed operations, and insurance is primary.
 WC - see waiver of subrogation endorsement attached.

CERTIFICATE HOLDER City of Napa P.O. Box 660 Napa, CA 94559 Attn: City Clerk	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

INSURED:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE:

Name of Person or Organization:

SAMPLE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

FOR INFORMATION ONLY – NOT TO BE SUBMITTED WITH BID

Certificate pursuant to 995.640(a) Code of Civil Procedure

State of California)
)ss.
County of Napa)

I, JOHN TUTEUR, County Clerk of the County of Napa, State of California, in and for said County DO HEREBY CERTIFY THAT

.....
has been issued a certificate of authority as an admitted surety by the Insurance Commissioner authorizing the insurer to transact surety insurance in the State of California, and that based on the records in this office, that authority has not been surrendered, revoked, canceled, annulled, or suspended.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County this Day of, 20.....

JOHN TUTEUR, COUNTY CLERK

By:
Deputy Recorder-County Clerk

APPENDIX A

CITY OF NAPA CALENDAR OF HOLIDAYS

- **2016 CITY OF NAPA HOLIDAY CALENDAR – ATTACHED**
- **2017 CITY OF NAPA HOLIDAY CALENDAR – SEE BELOW**
 - **January 2, 2017 – New Year’s Day (Observed)**
 - **January 16, 2017 – Martin Luther King, Jr. Day**
 - **February 20, 2017 – President’s Day**

2016

City of Napa Recognized Holidays

January '16							February '16							March '16						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2														
3	4	5	6	7	8	9		1	2	3	4	5	6			1	2	3	4	5
10	11	12	13	14	15	16	7	8	9	10	11	12	13	6	7	8	9	10	11	12
17	18	19	20	21	22	23	14	15	16	17	18	19	20	13	14	15	16	17	18	19
24	25	26	27	28	29	30	21	22	23	24	25	26	27	20	21	22	23	24	25	26
31							28	29					27	28	29	30	31			
April '16							May '16							June '16						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2														
							1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			
July '16							August '16							September '16						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2														
3	4	5	6	7	8	9		1	2	3	4	5	6					1	2	3
10	11	12	13	14	15	16	7	8	9	10	11	12	13	4	5	6	7	8	9	10
17	18	19	20	21	22	23	14	15	16	17	18	19	20	11	12	13	14	15	16	17
24	25	26	27	28	29	30	21	22	23	24	25	26	27	18	19	20	21	22	23	24
31							28	29	30	31			25	26	27	28	29	30		
October '16							November '16							December '16						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1														
2	3	4	5	6	7	8			1	2	3	4	5							
9	10	11	12	13	14	15	6	7	8	9	10	11	12	4	5	6	7	8	9	10
16	17	18	19	20	21	22	13	14	15	16	17	18	19	11	12	13	14	15	16	17
23	24	25	26	27	28	29	20	21	22	23	24	25	26	18	19	20	21	22	23	24
30	31						27	28	29	30			25	26	27	28	29	30	31	

01/01/16 - New Year's Day
 01/18/16 - Martin Luther King Jr. Day
 02/15/16 - Presidents Day
 05/30/16 - Memorial Day
 07/04/16 - Independence Day

09/05/16 - Labor Day
 10/10/16 - Columbus Day
 11/11/16 - Veterans Day
 11/24/16 & 11/25/16 - Thanksgiving Holiday
 12/23/16 & 12/26/16 - Christmas Holiday

APPENDIX B

SAMPLE SUBMITTAL FORM

SAMPLE FORM

- SUBMITTAL -

(Contractor's Letterhead)

(Date)

City of Napa – Water Division
1340 Clay Street
Napa, CA 94559

Attention: Greg Dietrich

Project: MILLIKEN WTP FILTER TANKS REHABILITATION – 2016
PROJECT NUMBER – WQ16PW08

Submittal No. (____)

(allow space for City stamp)

The following is submitted for review:

Item Description	Manufacturer	Specification Section Reference	Drawing Sheet No.(s) Reference

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any, are clearly noted.

(Authorized Signature)

COMMENTS: _____

APPENDIX C

FILTER TANK COATING/TANK REPAIR TECHNICAL SPECIFICATIONS & SUMMARY OF WORK

TECHNICAL SPECIFICATIONS

SECTION 01000 – SUMMARY OF WORK

SECTION 09800 – COATING AND PAINTING

**SECTION 13200 – MISCELLANEOUS STRUCTURAL MODIFICATIONS &
HANGER DETAIL**

TS - SECTION 01000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK UNDER THIS CONTRACT

- A. The contractor shall furnish all labor, equipment and materials as required by these specifications for four (4) filter tanks (8 ft. diameter by 30 ft. long). The dimensions are approximate only and shall be field verified by the Contractor during pre-bid meeting at the project site. Work shall be performed by Contractor in November and December of 2016 and completed by the end of January 2017.
- B. Work to be performed includes application of protective coatings to interior surfaces, including surface preparation, handling of hazardous and non-hazardous materials/wastes, wash down of interior surfaces and replacement of the interior pipe hangers. Removal of exterior paint coating may be needed to make the interior weld of the perimeter of the manway neck. The following items are required:
1. Remove all interior coatings by abrasive blast cleaning.
 - a. Interior curb of the access manways shall be blasted and coated.
 - b. The 18-inch thick light weight concrete on the bottom of the filter tanks shall be protected in place, and the carbon steel pipe laying on the concrete shall be abrasive blasted and coated. The Contractor shall provide plywood and plastic as needed to protect the concrete surfaces during all surface preparation and coating.
 - c. Large diameter stainless steel filter pipes shall be masked-off and protected in place during surface preparation and coating. The carbon steel ends sections shall be coated.
 - d. All interior welding work shall be complete prior to interior coating.
 - e. All interior welding work shall be completed prior to City of Napa exterior painting.
 2. Apply a three coat epoxy coating system to all interior surfaces.
 3. Electrically detect epoxy coating system noted in 2. above and repair as required.
 4. Cure interior epoxy coating as specified herein.
 5. Test, handle and dispose of hazardous and non-hazardous coating wastes in conformance to all regulations.
 6. Apply a flexible sealant to inaccessible voids as designated by the Engineer, including the void between the shell and the concrete and the lower header pipe

and the concrete.

7. Wash down all interior surfaces with City provided water as needed.
 8. Contractor to handle and dispose of hazardous and non-hazardous wastes generated from removal of exterior painting operations in conformance to all regulations prior to welding the perimeter of the manway necks.
 9. Provide dehumidification system for interior work, including curing the coating as determined necessary by the City.
 10. Remove the existing pipe hangers and fabricate and install new pipe hangers at the three existing locations in each tank prior to interior coating work, in accordance with the details shown on the drawings.
 11. Weld the interior perimeter of the manway neck in the tanks designated by the City.
 12. Fill or weld plates over excessively pitted or excessively corroded areas, as determined necessary by the Engineer or authorized representative.
 13. Excessively corroded areas comprised of sharp edges from sandblasting shall be ground smooth and rounded as determined necessary by the Engineer or authorized representative.
- C. Surfaces not to be painted include fencing, concrete surfaces, liquid level indicator accessories, glass, plastic, nameplates, communication equipment and other surfaces on which coatings or paints would not adhere or would interfere with operation of specific item.
- D. If severely corroded or damaged areas are discovered during the course of abrasive blast cleaning operations, the Contractor shall notify the Engineer or authorized representative. Welding and repair of severely corroded areas of filter tanks may be required during project.
1. The Contractor shall allow the City or authorized representative access to conduct inspections and during filter tank repairs. The City reserves the option to direct Contractor to make repair the filter tanks interior shell per the Interior Structural/Pressure Class Repair Welding – Labor Only bid item.

1.2 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, manufacturer's printed instructions, subject to Engineer's approval.

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

1.3 DEFINITIONS

- A. The following pairs of words shall be considered identical in meaning and may be used interchangeably: "City" and "Owner"; "General Conditions" and "General Provisions"; "Drawings" and "Plans"; "Standard Drawings" and "Standard Plans".
- B. The City referred to in these specifications is City of Napa. Engineer shall be person or persons as designated by the City.
- C. The definition of the word "Engineer" contained herein is: The person authorized by the City to oversee the execution of the contract, acting either directly or through his properly authorized agents, each agent acting only within the scope of authority delegated to him. All work shall be made accessible to the Engineer at all times. The City may use own forces, engage full-time independent inspection services, or perform inspections intermittently. The Contractor is to supervise the job properly between inspections.

1.4 HOURS OF WORK

- A. The Contractor's activities shall be confined to an eight-hour shift between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, excluding City designated holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.
- B. In the event of either a requested or emergency deviation, inspection service fees for City personnel and any third-party inspector will be charged against the Contractor. The service fees will be calculated at full overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Charges will be made for any change to extraordinary work hours, including standby time due to late crew arrival or "no-show" by crew.
- C. Inspection hours made necessary as a result of the Contractor's crew working over forty hours per week must be scheduled and approved by City and paid for by Contractor at the prevailing rate for overtime. Inspections requested by or made necessary as a result of actions by the Contractor on Saturdays, Sundays or holidays must be scheduled and approved by City and paid for by Contractor at the prevailing rate for overtime or holiday work.

1.5 COMPLETION OF WORK

- A. All work shall be completed within the number of calendar days consistent with the Contract Period noted in the Contract Documents per Section 4-1.01 of the Standard Provisions.

1.6 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and acceptable professional standards and are approved by the Engineer.

All materials furnished and all work accomplished under the Contract shall be subject to inspection by the Engineer. All work shall be made accessible to the Engineer at all times. The City may use own forces, engage full-time independent inspection services, or perform inspections intermittently. The Contractor is to supervise the job properly between inspections. 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.

Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the Engineer or Inspector, shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of accomplishing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

- B. Except as otherwise provided herein, the cost of inspection will be paid by the City.
- C. The Engineer will make, or have made, such tests as he deems necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the City. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting and re-inspection. It is understood and agreed the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the Contractor from compliance with the terms of the Contract.
1. Interior Inspection: The entire interior coating systems shall be visually inspected as specified in 1.7 QUALITY ASSURANCE. All defective coating as well as damaged or rusting spots of the filter tanks shall be satisfactorily repaired by and at the sole expense of the Contractor. All repaired areas shall then be electrically tested as specified in the above mentioned section and repair/electrical testing procedure repeated until surface is acceptable to the Engineer.
 2. Structural Inspection: The entire work shall be visually inspected as specified. All defective work shall be satisfactory repaired by and at the sole expense of the Contractor.

1.7 SAFETY AND HEALTH REQUIREMENT

- A. Contractor shall submit a notarized letter signed by a principal officer of the Corporation or Company certifying the Contractor fully complies with Federal and State Regulations pertaining to the work including, but not limited to, the following. Review of Contractor's safety plan by Engineer does not imply that City accepts responsibility for such plans or safety activities.

1.	Illness Injury Prevention Program	CSO/GISO	1508/3203
2.	Confined Space Plan	GISO	5156/5159
3.	Respiratory Protection	CSO/GISO	1531/5144
4.	Hazard Communication	GISO	5194
5.	Lead-Based Paint Compliance Plan	CSO	1532
6.	Rolling Scaffolds	CSO	1646
7.	Employee Safety Instruction	CSO	1510
8.	Emergency Medical Service	CSO	1512
9.	Dusts, Fumes, Mists, Vapors & Gases	CSO	1528

- B. General: Contractor assumes the responsibility to accomplish all work in a safe and prudent manner, and to conform to all applicable safety requirements, regulations and guidelines of federal, state and local regulatory agencies, as well as applicable manufacturer's printed instructions and appropriate technical bulletins and manuals. Without in any way limiting that responsibility or assuming responsibility for safety, the City is particularly concerned that the following are strictly observed:

1. Life Saving Equipment: Contractor shall provide and require use of personal protective life saving equipment for all its personnel working in or about the project site.
2. Access Facilities: All ladders, scaffolding and rigging shall be designed for their intended uses and meet OSHA regulations. Ladders and scaffolding shall be supplied and erected as requested by Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.
3. Ventilation: Contractor shall ensure there is proper ventilation, air education and exhausting of work space. Air circulation and exhausting of solvent vapors shall be continued until coatings and paints have fully cured. If conventional blast cleaning is accomplished, total containment during blast cleaning and coating and paint application operations is mandatory. The exhaust blower or dehumidification equipment capacity shall be sufficient to maintain air changes within containment interior in accordance with OSHA, coating and paint

manufacturer's recommendations and local Air Quality Management City regulations, subject to Engineer's review.

- a. Exhaust blower shall exhaust into an Engineer-reviewed structure that precludes the exhausting of paint chips or particulate matter onto the site or into the atmosphere.
 - b. Where ventilation is used to control hazardous exposure, all equipment shall be explosion proof, of industrial design and shall be approved by the Engineer. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc from the confined space.
 - c. Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. The Contractor shall make modifications to the ventilation system as required by Cal-OSHA to ensure a safe working environment and complete removal of all contaminated vapors.
4. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets that shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle men shall wear U.S. Bureau of Mines approved positive pressure air-supplied helmets and all other persons who are exposed to blasting dust shall wear respiratory protection. If coatings are hazardous, additional protection will be worn as determined necessary by the exposure assessment of the Certified Industrial Hygienist.
- a. When and where required, positive pressure air-fed hoods and/or masks shall be supplied by an air source currently certified to produce "Class D Breathing Air". Contractor shall at all times during the work maintain onsite current documentation to substantiate the quality of the breathing air.
5. Grounding: Welding leads, all hoses and related equipment shall be grounded to prevent accumulation of charges of static electricity.
6. Illumination: Sparkproof 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.
7. Toxicity and Explosiveness: The maximum allowable concentration of vapor shall be kept below the maximum allowable safe concentration for eight-hour exposure, plus Lower Explosive Limit (L.E.L.) must be strictly maintained. Exterior paints have been determined to contain low level lead amounts. See attached exterior paint lead test results in Appendix E – Exterior Paint Lead Testing Report. All regulations related to safety of personnel and handling of such materials shall be

strictly followed. Cost of handling and disposing of such materials will be borne by the Contractor.

- a. Contractor's responsibility for meeting all regulations relating to toxic and hazardous materials includes, but is not limited to, obtaining all permits and EPA numbers, processing paperwork, blood testing of personnel at start and finish of project, sampling and testing of wastes, paying fees, handling and packaging of wastes at site, and delivering materials to the selected Class I dumpsite using licensed hazardous materials transporters. All regulations relating to working with heavy metals or confined spaces shall be strictly enforced. Documentation of all hazardous or toxic waste disposal will be required and a copy supplied to the City.
8. Protective Clothing: During cutting, burning, welding operations and when handling and mixing coatings, workmen shall wear gloves, eye shields and other protective clothing. If working with lead, zinc or other heavy metals, regulations regarding handling of exposed clothing shall be strictly enforced.
 9. Fire: Contractor shall provide appropriate fire abatement devices on site and be readily available at the jobsite during all operations. Prohibit any flames, welding and smoking during mixing and application of materials.
 10. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of OSHA approved ear protective devices.
 - a. Noise suppression shall be practiced at all times to minimize disturbance to persons living or working nearby, and to the general public. Measures to be used in effecting noise suppression shall include (but not limited to) equipping all internal combustion engines with critical residential silencers (mufflers), shielding noise-producing equipment from nearest areas of human occupancy by location in such positions as to direct the greatest noise emissions away from such areas, and conducting operations in the most effective manner to minimize noise generation consistent with the prosecution of the Contract in a timely and economic manner. Whenever levels are above local ordinances, they shall be adjusted as directed by the Engineer.
 11. Gas and Air Monitoring: Contractor shall furnish monitoring equipment to determine the presence of oxygen deficiency or dangerous air contamination. Continual monitoring will be required. Concentration levels will be as prescribed by OSHA.
- C. Contractor shall provide Health Department 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 City and shall be removed prior to Contractor's departure from the site at completion of the project.

1.9 DEHUMIDIFICATION

- A. Scope: If dehumidification is required by the City's additive Bid Item, the interior of the filter tanks shall be dehumidified continuously, 24 hours per day, 7 days per week, during the cleaning and coating operations including shifts during which no work is being accomplished and also during the final curing period, unless fewer hours or days are approved in writing by the Engineer.
1. The purpose of dehumidifying the interior of the filter tanks during the cleaning and coating operations and during the final cure period is to nullify the adverse effects of cold and/or wet atmospheric conditions. Additionally, the dehumidification equipment will provide the necessary ventilation for the removal of solvent vapors during the coating and final cure phases.
 2. Dust collectors and/or separators using approved filters are required. The contractor shall, at all times, maintain the concentration of solvent vapors in all parts of the structure 10% below the lower explosive limit (LEL).
- B. Dehumidification equipment systems must be reviewed by the Engineer.
1. The exhaust blower for removal of dust, etc. from the interior containment shall exhaust into an Engineer-reviewed structure that precludes the exhausting of lead-laden paint chips or particulate matter onto the site or into the atmosphere.
- C. Final Cure: Final cure of coating is specified in Section 09800 Subsection 3.10 FINAL CURING OF EPOXY COATINGS".
- D. General:
1. The structure shall be continuously dehumidified 24 hours per day, during blasting, coating, between coats of coating, and during the final cure period, unless fewer hours or days are approved in writing by the Engineer.
 2. The Contractor shall maintain the dehumidification system at all times, including final cure period, and shall remove the ventilation and dehumidification system upon completion of the final cure period.
 3. The Contractor shall make modifications to the dehumidification system as directed by the Engineer to ensure a safe working environment, complete removal of all solvent vapors, and maintenance of the proper relative humidity at the concrete and steel surfaces.
 4. Ducting shall be airtight and reinforced with spirally-wound wire to prevent collapse. The Contractor shall furnish and install an appropriate airtight connecting device between the duct and designated opening. All bends in ductwork shall have a minimum radius of 2 x ID of the ducting (i.e. 18" ID = 36" minimum radius).
 5. The Contractor shall design and submit for review a dehumidification and ventilation plan. If lead coating or paint is being removed, the ventilation plan shall provide for a minimum cross-draft velocity of 100 feet per minute in the

vicinity of the work area. The cross-draft velocities may be obtained with use of a portable blower or fans. If lead coating or paint is being removed, air filtration is required with HEPA PM-10 filters.

6. The Contractor shall furnish, install and maintain three (3) 3000 cubic foot per minute circulation fans inside the structure, or as modified by the Engineer.
7. The circulation fans may be moved as necessary, but shall be placed in dead air space areas and directed toward the designated opening at all times.
8. The Contractor shall seal all structure openings, to prevent the entry of moist air detrimental to the blasting, coating, or curing process. An approved air lock entry shall be provided for ingress to and egress from the structure.
9. The area adjacent to the surface that is to be blasted and coated shall not be exposed to a relative humidity over thirty-five percent (35%) at anytime during blasting, cleaning, and coating operations.

E. Equipment:

1. The 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 automatic electrical controller.
2. Dehumidification equipment operated on the structure must be capable of making two complete air changes every sixty minutes unless the 100 feet per minute cross-draft velocity requirement requires a larger volume.
3. The processed air from the dehumidification unit must maintain a relative humidity of eleven percent (11%) or less.
4. During the coating and cure phase, dehumidification units must have auxiliary heaters capable of maintaining an air temperature inside the filter tanks of a minimum of 70 degrees F.
5. Air heaters are not acceptable as substitutes for dehumidification units.
6. Air chillers, heaters, or air conditioners may be used downstream of the dehumidifiers if they are approved for use by the manufacturer of the dehumidification equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 COORDINATION AND MEETINGS

A. PRE-CONSTRUCTION CONFERENCE SUBMITTALS

1. The Contractor shall submit manufacturers' literature and Material Safety Data Sheets (MSDS) on all materials to be used in coating and painting operations, including, but not limited to coatings, paints, thinners, solvents and cleaning fluids. No materials will be allowed which have been stored over 60 days, or manufacturer's recommended shelf life, whichever is less. Contractor shall maintain copies of MSDS's at jobsite at all times. Copies of all invoices showing purchased dates and delivery for all material mentioned above will be required.

END OF SECTION

TS - SECTION 09800 - COATING AND PAINTING

PART 1 - GENERAL

1.1 PURPOSE

- A. The purpose of this specification is to establish methods and procedures for coating, curing of coating, wash down and handling of non-hazardous materials/wastes.

1.2 CONTRACTOR

- A. The CONTRACTOR shall be a licensed Painting and Decorating Contractor in the State of California (C-33 Classification). He shall have a minimum of five (5) years practical experience and successful history in the application of specified products to surfaces of steel water storage tanks. The Contractor shall substantiate this requirement by furnishing a written list of references.

1.3 DEFINITIONS

- A. "Engineer" refers to the person authorized by the City to oversee the execution of the contract, acting either directly or through his properly authorized agents, each agent acting only within the scope of authority delegated to him. All work shall be made accessible to the Engineer at all times. The City may use own forces, engage full-time independent inspection services, or perform inspections intermittently. The Contractor is to supervise the job properly between inspections.
- B. "Coating" refers to protective materials used or applied on interior surfaces.

3.2 SUBMITTALS

- A. Six copies of complete submittal data for manufacturers' literature and Material Safety Data Sheets (MSDS) on all materials to be used in coating operation, including, but not limited to coatings, paints, thinners, solvents and cleaning fluids. No materials will be allowed which have been stored over 60 days, or manufacturer's recommended shelf life, whichever is less. Copies of all invoices showing purchased dates and delivery for all material mentioned above will be available upon request.

3.3 QUALITY ASSURANCE

- A. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-Vis 1, ASTM Designation D2200, NACE Standard TM-01-70, and as described below. Anchor profile for prepared surfaces shall be measured by using a non- destructive instrument such as a K-T Surface Profile Comparator or Testex Press-O-Film System. Temperature and dewpoint requirements noted in 1.5 B. herein shall apply to all surface preparation operations, except low and high temperature limits and operation of dehumidification equipment shall be determined at a pre-construction meeting.

- B. Application: No coating shall be applied under the following conditions:
1. When the surrounding air temperature or the temperature of the surface to be coated or painted is below 55 degrees F. for epoxy coatings, below 45 degrees F. for epoxy low temperature cure coatings, or below 40 degrees F. for urethane coating, or above 125 degrees F. for all materials;
 2. Too wet or damp surfaces or in rain, fog or mist;
 3. When the temperature is less than 5 degrees F. above the dewpoint.
 4. When it is expected the air temperature will drop below 55 degrees F. for epoxy coating, below 45 degrees F. for epoxy low temperature cure coatings, or 40 degrees F. for urethane coatings, or less than 5 degrees F. above the dewpoint within two hours after application of coatings or paints.
 - a. Dewpoint shall be measured by use of an instrument such as an electronic or manual psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalent. If dehumidification is used, equipment must run continuously during all phases of contract.
 - b. If above conditions are prevalent, coating and paint application shall be delayed or postponed until current conditions are favorable. The day's application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- C. Thickness Testing: Thickness of coatings and paints shall be tested with a non-destructive film thickness gauge. An instrument such as a Tooke Gage should be used if a destructive tester is deemed necessary. Testing shall be accomplished in conformance to SSPC-PA 2, "Measurement of Dry Paint Thickness with Magnetic Gages" except as modified hereinafter.
- D. Holiday Testing: Coating integrity of all interior coated surfaces shall be tested with an approved inspection device. All pinholes shall be marked, repaired in accordance with the Manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.
- E. Inspection Devices: The Contractor will furnish, until final acceptance of coatings and paints, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness. The Contractor shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the Engineer with location and frequency basis determined by the Engineer.
- F. Acceptable Inspection Devices: Acceptable devices for ferrous metal surfaces include, but are not limited to Tinker-Razor Models AP and AP-W holiday detectors and "Inspector", or "Positest", or "Positector" or "Quanix" units for dry film thickness gauging. Inspection devices shall be operated in accordance with these specifications and the manufacturer's

instructions.

- G. Overspray and Dust Control: The Contractor shall conduct all operations so as to confine abrasive blasting debris and coating overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of blast cleaning or application operations. Any complaints received by the City relating to any such potential off-site problems will be immediately delivered to the Contractor-assigned jobsite representative. The Contractor shall immediately halt blast cleaning or application work and shall take whatever corrective action is required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of damage to property as a result of blast cleaning or application operations shall be borne directly by the Contractor at no additional expense to the City.
1. City approval of Contractor's blast cleaning and overspray prevention procedures and Engineer's presence on project does not free Contractor from responsibility for compliance. Daily approval of procedures will be required prior to start of blast cleaning or spray operations.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Materials specified are those that have been evaluated for the specific service. Products of International, Sherwin-Williams Company, Inc. and Tnemec Company, Inc., are listed to establish a standard of quality for the project. Standard products of Manufacturers other than those specified, will be accepted when it is proved to the satisfaction of the Engineer they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions are met:
1. The proposed coating or paint system shall have a dry film thickness equal to or greater than that of the specified system.
 2. The proposed coating or paint system shall employ an equal or greater number of separate coats.
 3. The proposed coating or paint system shall employ coatings or paints of the same generic type.
 4. All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the products have been applied to similar exposure.
 5. The City requires that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. Tests shall be accomplished by an independent testing laboratory satisfactory to the Engineer and all costs incurred in the testing program shall be borne by the Contractor. In any case, the Engineer shall be sole and final judge of the acceptability of any proposed substitution. Requests for

substitution must be approved in writing prior to date of bid.

- B. All materials shall not be opened or used until the Engineer has physically inspected contents and obtained necessary data from information printed on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected. Copy of invoice showing purchase and delivery dates will be required.
- C. All coating and paint materials shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable materials must be stored to conform to City, County, State and Federal safety codes for flammable materials. At all times coatings and paints shall be protected from freezing.
- D. Contractor shall use products of same manufacturer for all coats.

2.2 INTERIOR COATING MATERIALS

- A. Coating materials for interior surfaces of tank must be on the Standard 61 of the National Sanitation Foundation (NSF), or Standard 61 of Underwriters' Laboratory. Products containing perchloroethylene (PCE), trichloroethylene (TCE), lead, chromium or zinc will not be permitted. In addition, products containing Methyl Ethyl Keton (MEK) or Methyl Isobutyl Ketone (MIBK) will not be allowed in amounts that will cause volative organic analysis to be above maximum contaminant levels or action levels.
 - 1. The Contractor shall provide, prior to coating any surfaces of the tank, written certifications from the coating manufacturers stating that the coating materials, thinners, solvents, and equipment cleaning fluids provided by the manufacturers do not contain PCE or TCE. The Tank Fabricator shall also certify, in writing, that no material containing PCE, TCE, lead, chromium, or zinc in any form will be used for the interior coatings or exterior paints of the tank. This shall include all solvents, thinners, and cleaning fluids at the job site, regardless of where the materials were obtained.
 - 2. The Engineer may require all solvents, thinners and cleaning fluids be tested for TCE and PCE prior to being used at the job site. The Contractor shall provide the Engineer with samples of each material at no cost to the City. Unacceptable materials shall be removed from the job site.
- B. All coating materials shall comply with air pollution regulations, specifically the local air quality management district or air pollution control district rules, and rules for the City.
- C. All coating materials shall also conform to regulations and applicable requirements of local, State and Federal health regulatory agencies.
- D. Coatings shall be International Enviroline 230 100% Solids Epoxy Coating, Sherwin Williams Fast Clad ER Ultra High Solids Epoxy Coating, or Tnemec Epoxoline Series FC22 100% Solids Epoxy Coating or approved equal.
- E. Joint sealant shall be a NSF 61 approved flexible polyurethane such as Sikaflex 2C NS EZ or polysulfide product or approved equal.

2.3 WASHDOWN MATERIALS

- A. Cleaner for pre-disinfection cleaning of interior surfaces shall be Gre-Sa-Way or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. All surface preparation, coating and paint application shall conform to applicable standards of the Society for Protective Coatings and the manufacturer's printed instructions. Material applied prior to approval of the surface, by the Engineer, shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Contractor.
- B. Accomplish all work with skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Maintain continuity of personnel and coordinate transfers of key personnel with the Engineer.
- C. Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solution, rinsed with clean water and wiped dry with clean rags.
- D. The Contractors' 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. Blotter test shall be accomplished at each start-up period and as deemed necessary by the Engineer. Contractors' equipment shall be subject to approval of the Engineer. This approval does not relieve the Contractors' responsibility for the safe operation of the equipment or its performance.
- E. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour period, for unseen weather conditions, as defined in 1.5 Quality Assurance B., shall be re-cleaned per the original specifications prior to application of the first coat. Brush-Off blast cleaning SSPC-SP7 (sweep blast) will not be accepted in lieu of SSPC-SP10 (Near-White Metal) blast.
 - 1. If dehumidification equipment is required, cleaned areas may have first coat applied at last shift of the week, provided dehumidification equipment has run continuously during the complete week, and surfaces meet all requirements of the specification. Monitoring devices approved by the Engineer shall be used to ensure continuous operation.
- F. Because of presence of moisture and possible contaminants in 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.
 - 1. Project is subject to intermittent shutdown if, in the opinion of the Engineer, cleaning and application operations are creating a localized condition detrimental

to ongoing facility activities, personnel or adjacent property.

2. 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.
- G. The Contractor shall provide, at his own expense, all necessary power required for his operations under the contract.
- H. Contractor shall protect any tank vents, pumps, motors, and other open areas to prevent intrusion of coating or other contaminants. The protection system shall be designed to allow continuous operation of facilities or equipment, with no detrimental effects. If necessary, protection system shall be removed daily at termination of work, or as directed by the Engineer.

3.2 SURFACE PREPARATION, GENERAL

- A. The latest revision of the following surface preparation specifications of the Society for Protective Coatings shall form a part of this specification. (Note: An element of surface area is defined as any given square inch of surface).
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. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding and wire brushing.
 3. 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.
 4. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
 5. 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.
 6. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
 7. 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 1.0 mil.
 8. High and Ultra High Pressure Water Jetting (SSPC-SPWJ1 through 4): Water jet cleaning of metals to remove rust, mill scale, coating, paint and other detrimental foreign matter to present to varying degrees of cleanliness from light cleaning to clean to bare substrate.

- B. Any burrs, weld spatter, sharp edges, corners, or rough welds that would cause difficulty in achieving a defect-free paint system shall be chipped or ground smooth in conformance to NACE Standard RP0178-latest edition. It is not the intent to have the welds or "scars" ground "flush". The object of the grinding is to eliminate sharp edges, corners, and overlaps to provide a surface for the application of a uniform thickness of coating or paint without voids or other defects.
- C. 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 gage 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, subject to designation and approval by Engineer.
- D. All blast hose connections shall be tethered and secured to prevent separation during blast cleaning operations, and 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 to prevent further damage.
- E. Field blast cleaning for all interior surfaces shall be by dry method. Contractor is responsible for maintaining dust emissions within the legal level and that level which would not create a nuisance.
 - 1. Exterior surfaces of the tanks contain hazardous materials. Dust emissions, abrasive deflection and removed paint particles shall be confined to interior of containment structure where abrasive blasting is being accomplished, unless vacuum blasting or other means of cleaning are approved by Engineer.
- F. Contractor is responsible for maintaining dust emissions within the legal level and that level which would not create a nuisance.
- G. Particle size of abrasives used in blast cleaning shall be that which will produce a 3.0 mil surface profile or in accordance with recommendations of the manufacturer of the specified coating system to be applied, subject to approval of Engineer.
- H. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, Title 17, and shall appear on the current listing of approved abrasives. Invoices or load sheets confirming above shall be required.
- I. Recycled ferrous metallic abrasives must meet or exceed the cleanliness standards set forth in SSPC-AB2.
- J. Accessible interior surfaces of the outlet nozzle and that portion of the inlet nozzle permanently attached to the filter tanks shall be cleaned of all old coating and rust by blast cleaning or other approved methods. Precautions shall be taken so as to prevent any damage to the existing gate or butterfly valves at the inlet and outlet nozzles. All

exposed surfaces of the valves shall be masked prior to blast cleaning the nozzles. The removable portions of the inlet nozzle shall be removed and blast cleaned as specified herein.

- K. During blast cleaning operations, inlet, outlet, and drain openings shall be covered with plywood bulkheads, or other approved barriers, to prevent entry of spent abrasive, removed coating or other foreign materials.
- L. 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 prosecution of the work or the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the Engineer. As existing exterior paints have been determined by laboratory analysis to be toxic or hazardous, coating/paint and coating/paint abrasive residue mixture shall be tested to assure conformance with hazardous material tolerances have been met. It shall be the responsibility of the Contractor to provide adequate containers on the job site to retain spent media and removed coating and paint until tests have been completed or approval for disposal from a landfill has been obtained. Disposal of hazardous or toxic waste at other than government regulated landfills will not be permitted unless approved personally by the Engineer in Contractor's plan of action for project. Documentation of all hazardous or toxic waste disposal will be required and a copy supplied to City.
- M. Blast cleaned and coated/painted surfaces shall be cleaned prior to application of specified coatings/paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the Engineer. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
- N. Tests on surfaces of abrasively blast cleaned steel shall be accomplished to detect oil and other contaminants which might be deposited on surfaces. This will include chemical tests or ultraviolet (black light) tests, as required.
- O. High Pressure or Ultra High Pressure Water Jetting (SSPC-SPWJ1 through 4) shall not be used on interior surfaces and shall only be used on exterior surfaces when and as directed by Engineer. Pressures shall be those determined by Engineer to effectively accomplish removal of loose, peeling/flaking coatings or paint or other detrimental surface contaminants.

3.3 HAZARDOUS MATERIALS, GENERAL

- A. Exterior surfaces of the tanks have been determined to contain low levels of lead compounds (see Appendix E – Exterior Paint Lead Test Report). All regulations related to safety, worker protection and handling of such materials shall be strictly followed. Submittal of a written plan of action for the project shall be accomplished by Contractor prior to start of project.

3.4 SURFACE PREPARATION, INTERIOR

- A. All surfaces shall be blast cleaned in conformance to Society for Protective Coatings Specification SSPC-SP10 (Blast Cleaning to Near-White Metal).
 - 1. The 18-inch thick light weight concrete on the bottom of the filter tanks shall be protected in place and the carbon steel pipe laying on the concrete shall be abrasive blasted and coated. The Contractor shall provide plywood and plastic as needed to protect the concrete surfaces.
 - 2. Loose concrete along the edge of the shell shall be removed and the edge of the concrete shall be lightly sweep blasted to prepare the edge for flexible sealant material.
 - 3. Large diameter stainless steel filter pipes shall be masked-off and protected in place during surface preparation and coating. The carbon steel ends sections shall be coated.
 - 4. Interior curb of the access manways shall be blasted and coated.
 - 5. All interior welding work shall be complete prior to interior coating.

3.5 APPLICATION, GENERAL

- A. Coating application shall conform to the requirements of the Society for Protective Coatings Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting," 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.
- C. Each application of coating 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. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. All welds and irregular surfaces specified by the Engineer shall receive a brush coat of the specified product prior to application of each complete coat. Application of stripe coat shall not be accomplished simultaneously with spray coat. Coating shall be brushed in multiple directions to ensure penetration and coverage, as approved by the Engineer. These areas include, but are not limited to, welds, nuts, bolts, etc. Care shall be exercised to ensure dry film thickness of coatings and paints does not exceed the maximum thickness allowed by the manufacturer of the specific product being applied.
- E. At conclusion of each day's blast cleaning and coating and paint 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.

- F. Epoxy coated surfaces or other multi-component materials exposed to excessive sunlight or an excessive time element beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-Off Blast Cleaning (SSPC SP-7) or methods approved by Engineer, prior to application of additional coating. Scarified coating shall have sufficient depth to assure a mechanical bond of subsequent coat, as recommended by the manufacturer.
- G. All attachments, accessories, and appurtenances shall be prepared and finished in the same manner as specified for adjoining tank sections, except as specifically designated by the Engineer.
- H. Each successive application of coating shall be of sufficient contrast in color to facilitate inspection for uniform coverage of each coat. City shall designate finish colors.

3.6 APPLICATION, INTERIOR

- A. After completion of surface preparation as specified, all surfaces shall receive either one 20.0 mil coat or two 10 mil coats of coating specified under 2.2 D., "INTERIOR COATING MATERIALS". Total dry film thickness of the system shall be not less than 20.0 mils at any point in the coated surface.
 - 1. Application shall be with plural component equipment, unless approved by Engineer. Type of pump, hose diameter, tip size and pressure shall be in accordance to manufacturer's approved literature.
 - 2. Material shall be pre-heated and mixed in accordance to manufacturer's approved literature.
 - 3. Maximum dry film thickness allowed, if not specified in manufacturer's approved literature, will be as determined, in writing, by the coating manufacturer's headquarters technical representative.
- B. Inaccessible Void Areas: After completion of finish coat application, as specified, inaccessible void areas, including the void between the shell and the concrete and the lower header pipe and the concrete, shall be primed and filled with joint sealant as specified under 2.2 E., "SPECIFIC INTERIOR COATING MATERIALS". Prior to filling voids, the area shall be blown down or wiped as necessary to clean area. Voids shall be filled flush.

3.7 QUALITY ASSURANCE, INTERIOR, COATING

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

- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the Engineer. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by plural component method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions, except there shall be a minimum of 12 hours between coats.
- E. Maximum time to recoat shall be strictly observed as stated in the manufacturer's printed instructions. Coating Contractor shall be responsible for all cost associated with application of coating within the recoat window. If the maximum recoat window is violated, the Coating Contractor will be required to brush-off blast the surfaces as required by the manufacturer and the Engineer.
- F. When two or more coats are specified, where possible, each coat shall contain sufficient approved color additive to act as an indicator of coverage or the coats must be of contrasting color.
- G. Care shall be exercised during 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. All overspray identified by Engineer shall be removed by hand or pole sanding prior to application of subsequent coat.
- H. Joint sealant may be applied by caulking gun, trowel or other approved method. Sealant shall be pressed firmly into voids to insure 100% filling/sealing.
- I. Upon completion of coating operations, after curing interval in accordance with manufacturer's recommendations, holiday detection shall be accomplished, with a wire brush electrode, using the specified instrument at 1,500 volts. Repair and retesting shall be accomplished as specified in 1.5 QUALITY ASSURANCE. Engineer is not precluded from verifying adequacy of holiday testing by accomplishing holiday detection of selected areas, using his own holiday detector.
- J. All mixing, thinning, application and holiday detection of coatings shall be accomplished in the presence of the Engineer.
- K. A time element equivalent to 24 hours curing time at 77 degrees F. and 50% relative humidity shall be allowed before placing the epoxy coating into service, as determined in 3.10 "FINAL CURING OF COATINGS".

3.8 FINAL CURING OF COATINGS

- A. After completion of curing cycle as noted above, the Contractor shall test the applied coating via an "acetone wipe test" or "hardness test" to verify, to the Engineer, adequate curing has been attained. "Acetone wipe test" or "hardness test" requirements shall be as required by the coating manufacturer's written instructions.
 - 1. If final cure has not been attained, based on above tests, ventilation shall be continued until applied coating passes the "acetone wipe test" or "hardness test".

3.9 WASHDOWN

- A. Prior to disinfecting by the City, the complete interior shall be cleaned by the Contractor with an approved cleaner or detergent applied via high-pressure solution method. If deemed necessary by Engineer because of contaminants remaining on surfaces, immersed areas shall be scrubbed with a brush or similar implement that will apply force and pressure to the surface to completely remove residual solvents and other surface contaminants.
- B. Cleaned surfaces shall then be rinsed with City of Napa provided water. Residual water and contamination removed during washing process shall be thoroughly flushed from tank. Coating contractor shall obtain approval of City prior to draining any residual water to waste. This operation shall be accomplished after completion of interior coating work as directed by the Engineer.
- C. City of Napa Water Division shall furnish and install new gaskets for the manholes and seal-up the tanks.

3.10 CLEANUP

- A. Upon completion of the work, all staging, scaffolding and access equipment shall be removed from the site. Coating, paint and thinner containers, and excess coatings, paints and thinners, shall be disposed of in conformance to current regulations. Coating or paint spots upon adjacent surfaces shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired or refinished to the complete satisfaction of the Engineer at no cost to the City.

3.11 OMISSIONS

- A. Care has been taken to delineate herein those surfaces to be coated. However, if coating or painting requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all interior metal surfaces, unless specifically exempted herein, shall receive a first-class protective system equal to that given the same type surface pursuant to these specifications.

END OF SECTION

TS - SECTION 13200 - MISCELLANEOUS STRUCTURAL MODIFICATIONS

PART 1 - GENERAL

1.1 PURPOSE

This specification establishes methods and procedures for miscellaneous structural and safety modifications.

1.2 APPLICABLE STANDARDS AND SPECIFICATIONS

- A. Welding and design shall be accomplished in conformance to the latest revision of American Petroleum Institute (API) Standard 510 and AWWA D100 Standard for Welded Steel Tanks for Water Storage. Where tolerances and details are not defined, the applicable sections of the American Petroleum Institute (API) Standard 650 shall apply. Welders shall be certified to the procedure and process called for in the work, and certification papers shall be on file with the Contractor at the jobsite, or in possession of welders at all times.
- B. Contractor is to submit shop drawings or sketches in detail of each item to be added, replaced or modified, as noted in 1.4. Contractor is responsible for verifying all measurements in the field before fabrication or installation of any items as typical drawings may not accurately represent actual field conditions.

1.3 CONTRACTOR

The Contractor shall be licensed under the laws of the State of California in the classification of General Engineering "A". He shall have a minimum of five years practical experience and successful history of similar modifications to pressure vessels. Contractor shall substantiate this requirement by furnishing a written list of references.

1.4 SUBMITTALS

Four hard copies or a digital copy of detailed shop drawings or sketches of field work and required calculations shall be submitted to the Engineer for review for all structural work. Drawings or sketches shall contain sufficient details to clearly define work to be accomplished. Fabrication or installation shall not be commenced prior to review and approval of shop drawings or sketches.

1.5 QUALITY ASSURANCE

Welding procedures and welding operators shall have been qualified in accordance with API 510 Standard. All butt joints shall be complete penetration and fusion of joints. All completed welds shall be free of slag and all finish steel surfaces free from weld spatters. Examination of the welded joints shall be made as the work progresses in accordance with API 653 Section 10 (Revised), herein included as part of this specification.

PART 2 - MATERIALS OF CONSTRUCTION

2.1 GENERAL

- A. All materials specified are those which have been evaluated for the specific use. Any proposed substitutions must be submitted to the Engineer prior to the bid opening.
- B. All carbon steel plate components shall be fabricated from new ASTM A-36 material and all new carbon steel pipe shall be ASTM A-53 material. Stainless steel plate components shall be fabricated from new Type 304 plates. Contractor shall provide certified mill test reports for all steel plate and pipe.
- C. Materials of construction not specified as noted herein, shall be as noted in applicable sections of Standard Specifications for Public Works Construction, latest edition.

PART 3 - EXECUTION

3.1 GENERAL

- A. All work shall be executed in accordance with the requirements of the American Petroleum Institute (API) Standard 510 and American Water Works Association Standard D100, latest revision, the City, and these specifications. Where the foregoing standards, recommendations, and specifications are conflicting, said conflicts shall be brought to the attention of the Engineer.
- B. All work shall be executed by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Resumes of personnel to be used on the project shall be submitted upon Notice of Award. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the Engineer.
- C. The Contractor shall provide a supervisor to be at the work site during all operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the execution of their contract.
- D. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during operations.
- E. All installation and repair work shall be accomplished in such a way as to minimize tank down-time. All repair operations shall be completed so as not to impair completion schedule for project, which includes subsequent recoating and repainting of tanks by others.
- F. The Contractor shall coordinate with the City at least seven (7) days before starting work at the site.
- G. All equipment, piping, and surfaces of the tank shall be protected from all damage and dust or other deleterious material infiltration during the operations of the Contractor. Any items damaged by the operations of the Contractor shall be replaced in kind or acceptably repaired to the satisfaction of the Engineer by the Contractor at no cost to the City.

- H. All work shall be made accessible to the Engineer at all times. The City may use own forces, engage full-time independent inspection services, or perform inspections intermittently. The Contractor is to supervise the job properly between inspections.
- I. Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguisher.
- J. The Engineer shall inspect the cleaning of pitted areas prior to welding and following post-weld repair applications.
- K. Any burrs, weld spatter, sharp edges, corners, or rough welds which would cause difficulty in achieving a defect-free paint system shall be chipped or ground smooth in conformance to NACE Standard SP0178-latest edition. It is not the intent to have the welds or "scars" ground "flush". The object of the grinding is to eliminate sharp edges, corners, and overlaps to provide a surface for the application of a uniform thickness of coating or paint without voids or other defects.
- L. Should vents, holes, rigging attachments, or any other modification, cutting or welding be required to meet safety standards, they may be accomplished at the expense of the Contractor upon submitting of details in writing to, and with subsequent approval by the Engineer.
- M. Where it is necessary to abrasively blast clean or chemically strip coated or painted areas prior to, and after, any welding operations, work will be coordinated with the Engineer.
- N. Any remedial cleaning, coating and painting application shall be accomplished in accordance with the requirements listed in Section 3.2. below and Technical Section 09800.
- O. The Contractor's equipment shall be designed for installation of materials specified and shall be maintained in first class working condition. Contractor's equipment shall be subject to approval of the Engineer.
- P. The Contractor shall provide, at his own expense, all necessary power and scaffolding required for his operations under the contract.
 - 1. The interior of the tank will be recoated upon completion and acceptance of the structural modifications. Contractor may privately arrange for the coating and painting contractor to furnish scaffolding for accomplishment of all structural work prior to use of scaffolding for his work.

3.2 HEAVY METAL COMPLIANCE AND TESTING

- A. Contractor shall comply with requirements of Department of Health Services and Cal/OSHA Title 8 for worker protection during removal of paint and handling of hazardous wastes resulting from surface contamination and any removed paint particles. Prior to removal, modification or installation of any materials or fittings, Contractor will remove existing interior coating and exterior paint where cutting, burning and welding will be accomplished. If any additional exterior paint is to be removed, submittal of a written plan of action for the project shall be accomplished by Contractor prior to start of project.

3.3 MODIFICATIONS AND REPAIRS

- A. Welding: Welding shall be accomplished as specified herein and in conformance to referenced standards and industry practice.
- B. Drawing and Sketches: Available original site, piping and accessory drawings and miscellaneous typical sketch drawings are included as specific references. Contractor is to submit shop drawings or sketches in detail of each item to be added, replaced or modified as noted in 1.4.
- C. Pipe Hangers: Remove and dispose of the existing pipe hangers. Fabricate and install new ¼" thick pipe hangers in accordance to the details shown on the drawings. The Contractor shall field verify the plate size and length prior to fabricating.
1. All stainless steel plates shall be 304 stainless steel.
 2. Carbon steel plates shall be coated in accordance to Section 09800 "Coating and Painting" prior to bolting connections together.
 3. Nuts and bolts for connections between the plates shall be ASTM A320 304 Stainless steel nuts and bolts.
 4. All 304 stainless steel plates shall be welded to pipes with compatible stainless steel rods.
 5. Insulation sleeves and washers shall be used at all stainless steel bolts in contact with carbon steel plates. Sleeves shall be full length and shall cover entire bolt. Insulating gaskets shall be used between each carbon steel plate and stainless steel plate. Insulating gaskets shall be full-faced. Insulating materials shall be NSF approved and shall be as manufactured by PSI, Pipeline Seal and Insulator, Inc. or approved equal. All insulation materials shall be chlorine resistant.
- D. Weld Manway: Designated manway necks shall be seal welded to the shell on the interior of the tank. Weld a minimum 100% 5/16" fillet weld around perimeter of the neck. Any gaps between the manway neck and tank shell shall be welded as needed.
- E. Pit/Perforation Treatment: Excessively pitted or perforated areas shall be either filled with weld metal and ground smooth, or covered with a 5/16" thick plate on the shell or 7/16" thick plate on the ends of the tanks, as determined necessary by the Engineer. Plate shall extend three inches beyond edge of the pit or perforation with a 100% fillet weld around perimeter of plate.
- F. Grinding: Excessively corroded areas comprised of sharp edges from sandblasting shall be ground smooth and rounded as determined necessary by the Engineer.

3.4 TESTING

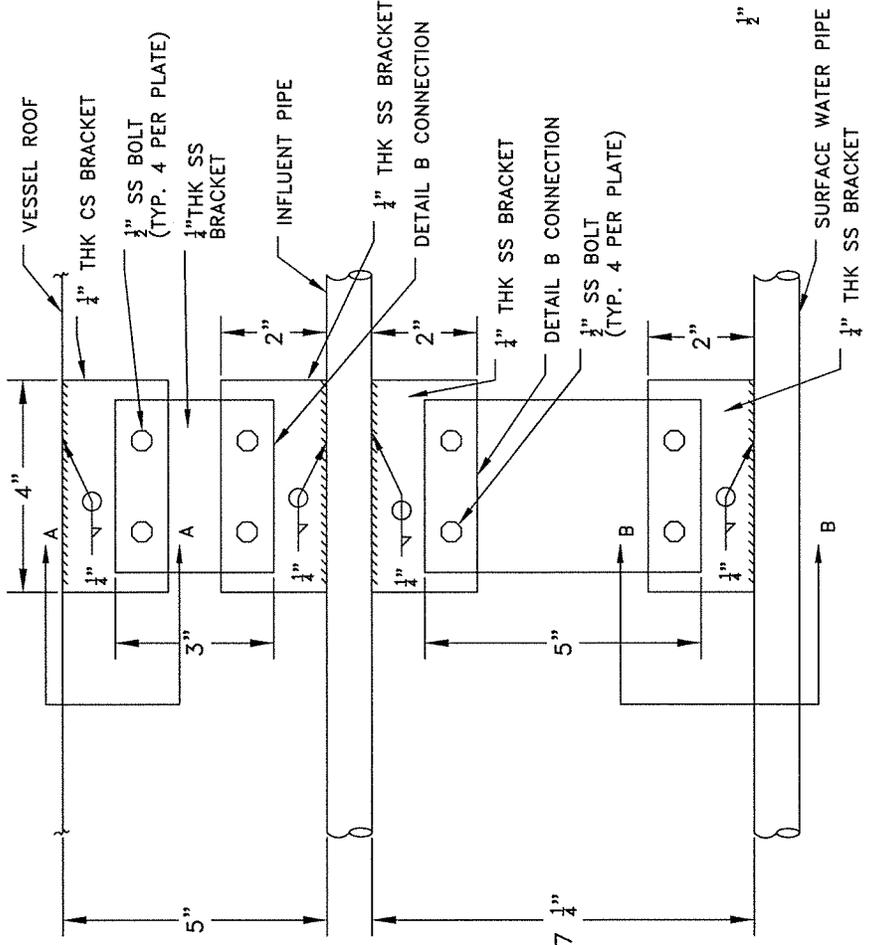
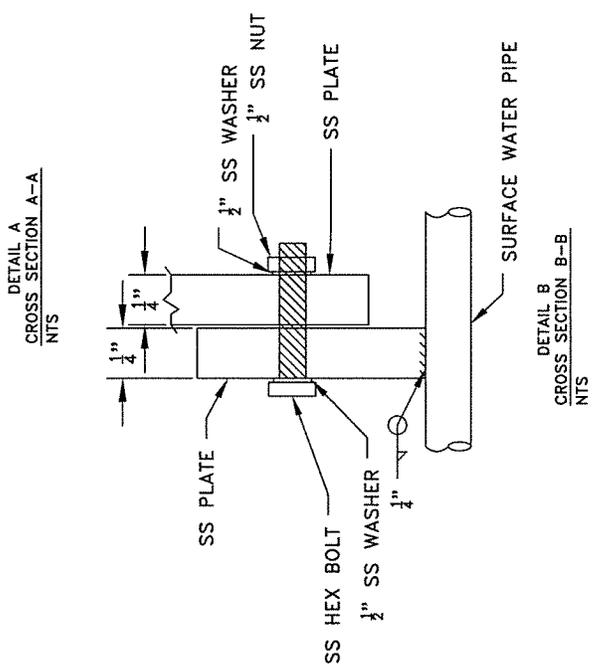
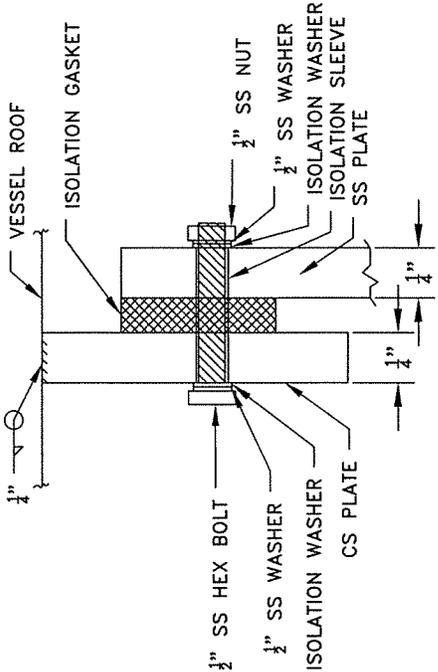
- A. The Contractor shall furnish all material, labor and equipment necessary to test the modifications as specified herein. Testing shall be completed prior to acceptance of work as complete and meeting the requirements of the specification.

- B. Spot examination of the welded joints shall be made as the work progresses by magnetic particle, dye penetrant method, or by spot radiographic examination as applicable.
- C. All defects uncovered by testing process shall be corrected and retested until such defects are eliminated.
- D. Contractor shall provide a watertight installation. After flushing of the chlorinated water and upon filling of the Tank, any leaks which occur on the Tank or appurtenant piping shall be repaired by the Contractor at his expense and to the satisfaction of the Engineer.

3.5 CLEANUP

Upon completion of the work, all staging, erection brackets, scaffolding and debris shall be removed from the tanks and site and disposed in a manner approved by the Engineer. The entire job site shall be left in a clean condition.

END OF SECTION



PROJECT NO. 2774		SHEET TITLE	
SHT. 1 OF 1 SHTS.		PIPE BRACKET DETAILS	
SCALE: NTS		CITY OF NAPA	
MILLIKEN WTP FILTER TANK REHABILITATION		MILLIKEN WTP FILTER TANK REHABILITATION	
DESIGN:	AH	SEAL	
DRAWN:	DA		
CHECKED:	KH		
DATE:	4-12-16		
NO.	DESCRIPTION	DATE	APPROVED

APPENDIX D

AS-BUILTS/REFERENCE DRAWINGS & PHOTOS

I

FILTER 3 EFFLUENT
HEADER AFTER THREAD
CHASING NOT GREAT
PICTURE

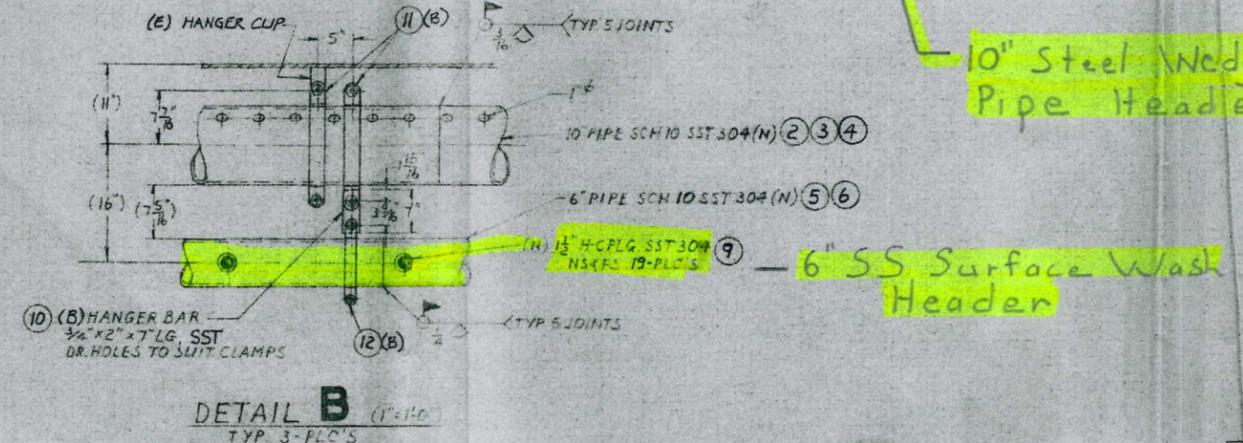
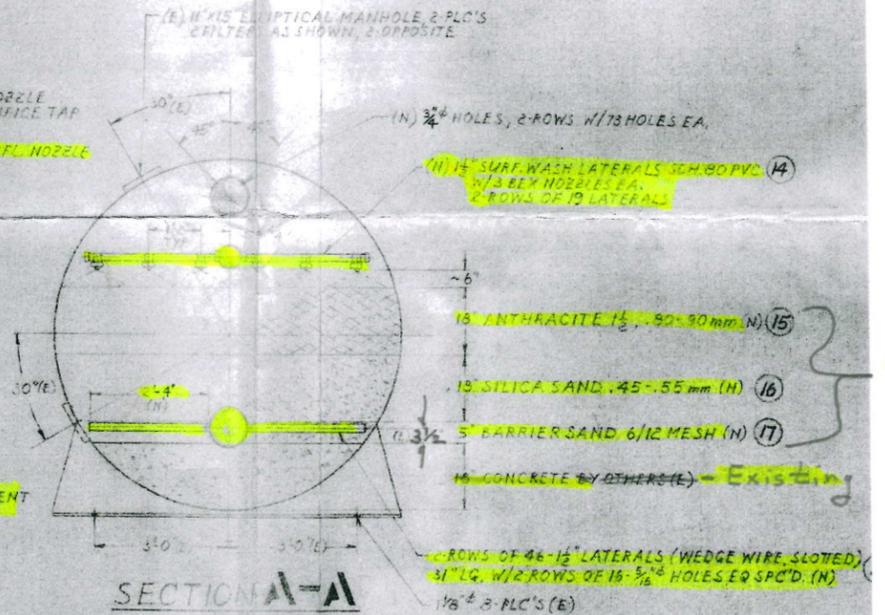
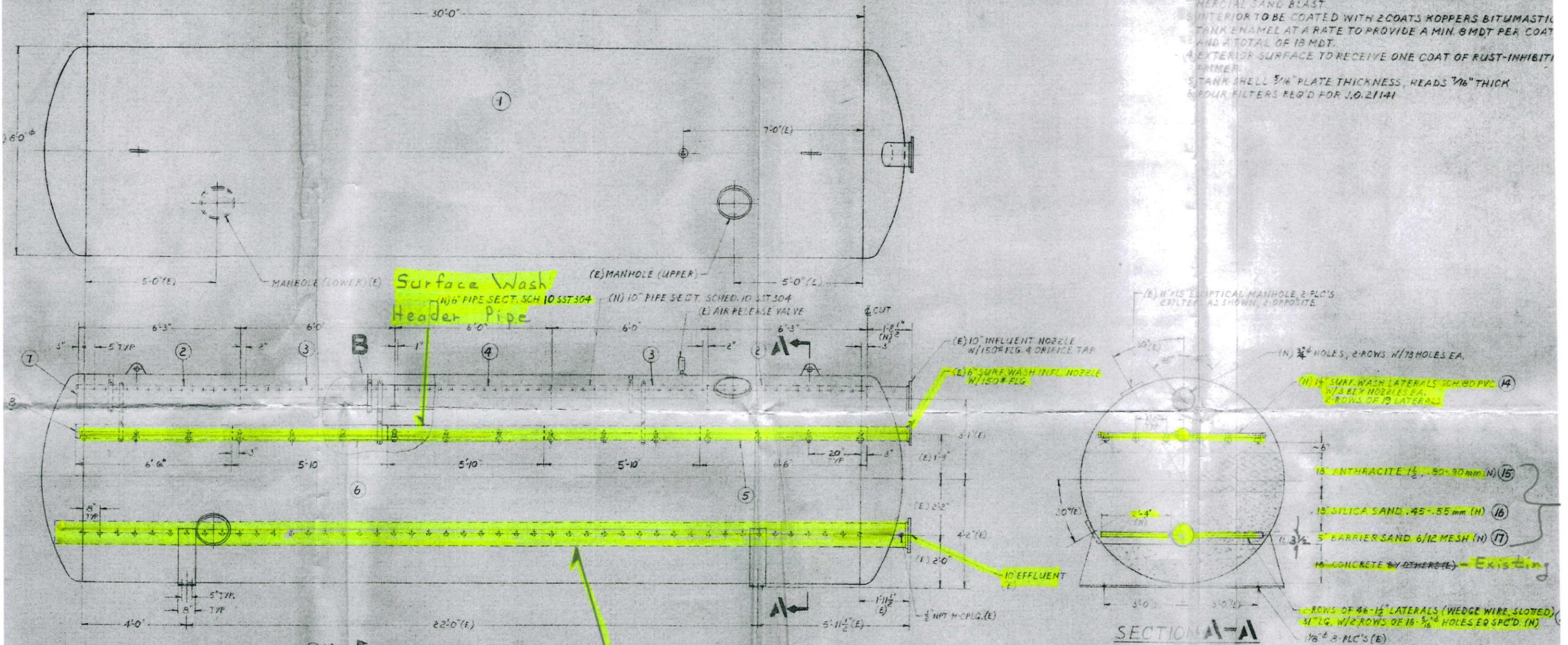


FILTER 3 - SHOWS
CONDITION OF WEDGE
WIRES - ONES THAT ARE
NOT PERPENDICULAR
ARE GOING TO HAVE
BAD COUPLINGS WILL
NEED REPLACEMENT



As-Builts - For Reference Only

- NOTES: (E)
- TANK TO BE CONSTRUCTED IN ACCORDANCE WITH ASME CODE SECT. VIII FOR UNFIRED PRESSURE VESSELS & STAMPED FOR A WORKING PRESSURE OF 75 PSI.
 - INTERIOR & EXTERIOR SURFACES TO BE CLEANED WITH #6 COMMERCIAL SAND BLAST.
 - INTERIOR TO BE COATED WITH 2 COATS KOPPERS BITUMASTIC TANK ENAMEL AT A RATE TO PROVIDE A MIN. 8 MDT PER COAT AND A TOTAL OF 16 MDT.
 - EXTERIOR SURFACE TO RECEIVE ONE COAT OF RUST-INHIBITING PRIMER.
 - TANK SHELL 5/16" PLATE THICKNESS, HEADS 3/16" THICK
 - FOUR FILTERS REQ'D FOR J.O. 21141



Removed

Contract Reference Only

THIS DRAWING SUPERSEDES ORIGINAL DWG M30258 FOR THE PURPOSE OF MODIFICATION
 (E) EXISTING, (N) NEW, (B) BY OTHERS
 SEE LIST OF MAT'L FOR MAT'L SPEC'S AND QUANTITY

BY	DATE	Loprest Water Treatment Company Engineers - Manufacturers Since 1928 2825 Franklin Canyon Rd., Reddo, CA 94572
DR.	05/13/02	
CHK.		
REL.		
NOTICE		MILLIKEN WATER TREATMENT PLANT 8 FT DIA X 30 FT LG HORIZ. SINGLE CELL FILTER ASSEMBLY WITH SURFACE WASH EXISTING FILTER MODIFICATION
ALL INFORMATION, DATA, DESIGNS, AND DRAWINGS CONTAINED HEREON ARE THE PROPERTY OF LOPREST WATER TREATMENT COMPANY AND MAY NOT BE REPRODUCED OR COPIED, NOR APPROPRIATED TO (USED) IN ANY WAY DETRIMENTAL TO THE INTERESTS OF LOPREST WATER TREATMENT COMPANY, INCLUDING DISCLOSURE TO OUTSIDE PARTIES, DIRECT OR INDIRECTLY, WITHOUT SPECIFIC WRITTEN CONSENT OF LOPREST WATER TREATMENT COMPANY. THIS DOCUMENT IS TRANSMITTED SOLELY FOR THE PURPOSE OF AIDING THE TRANSACTION OF BUSINESS BETWEEN LOPREST WATER TREATMENT COMPANY AND THE RECIPIENT AND MUST BE RETURNED ON REQUEST.		
JOB NO.	DRAWING NO.	REV
29587	D03003	
SCALE: 1/2" = 1'-0"	ACAD:	SHEET: 1 OF 1

REV	DESCRIPTION	BY	DATE	BY	DATE

APPENDIX E

EXTERIOR PAINT LEAD TESTING REPORT



Wednesday, August 10, 2016

Erin Kebbas
City of Napa
P.O. Box 660
Napa, CA 94559

Re Lab Order: R070723
Project ID: MILLIKEN TANK

Collected By: KEITH LaCHAPELLE
PO/Contract #: P123415

Dear Erin Kebbas:

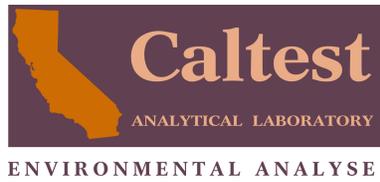
Enclosed are the analytical results for sample(s) received by the laboratory on Thursday, July 21, 2016. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Enclosures

Project Manager: Eli N. Greenwald





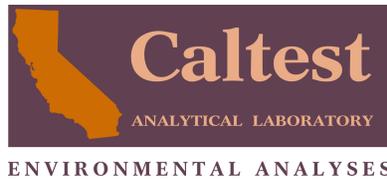
SAMPLE SUMMARY

Lab Order: R070723
 Project ID: MILLIKEN TANK

Lab ID	Sample ID	Matrix	Date Collected	Date Received
R070723001	MILLIKEN TANK	Solid	07/21/2016 11:00	07/21/2016 11:45

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**NARRATIVE**

Lab Order: R070723
Project ID: MILLIKEN TANK

General Qualifiers and Notes

Caltest authorizes this report to be reproduced only in its entirety. Results are specific to the sample(s) as submitted and only to the parameter(s) reported.

Caltest certifies that all test results for wastewater and hazardous waste analyses meet all applicable NELAC requirements; all microbiology and drinking water testing meet applicable ELAP requirements, unless stated otherwise.

All analyses performed by EPA Methods or Standard Methods (SM) 20th Edition except where noted (SMOL=online edition).

Caltest collects samples in compliance with 40 CFR, EPA Methods, Cal. Title 22, and Standard Methods.

Dilution Factors (DF) reported greater than '1' have been used to adjust the result, Reporting Limit (RL), and Method Detection Limit (MDL).

All Solid, sludge, and/or biosolids data is reported in Wet Weight, unless otherwise specified.

Filtrations performed at Caltest for dissolved metals (excluding mercury) and/or pH analysis are not performed within the 15 minute holding time as specified by 40CFR 136.3 table II.

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

ND - Non Detect - indicates analytical result has not been detected.

RL - Reporting Limit is the quantitation limit at which the laboratory is able to detect an analyte. An analyte not detected at or above the RL is reported as ND unless otherwise noted or qualified. For analyses pertaining to the State Implementation Plan of the California Toxics Rule, the Caltest Reporting Limit (RL) is equivalent to the Minimum Level (ML). A standard is always run at or below the ML. Where Reporting Limits are elevated due to dilution, the ML calibration criteria has been met.

J - reflects estimated analytical result value detected below the Reporting Limit (RL) and above the Method Detection Limit (MDL). The 'J' flag is equivalent to the DNQ Estimated Concentration flag.

E - indicates an estimated analytical result value.

B - indicates the analyte has been detected in the blank associated with the sample.

NC - means not able to be calculated for RPD or Spike Recoveries.

SS - compound is a Surrogate Spike used per laboratory quality assurance manual.

NOTE: This document represents a complete Analytical Report for the samples referenced herein and should be retained as a permanent record thereof.





ENVIRONMENTAL ANALYSES

ANALYTICAL RESULTS

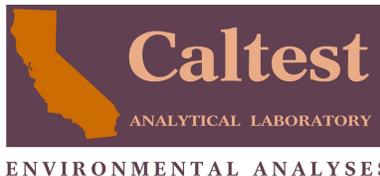
Lab Order: R070723
 Project ID: MILLIKEN TANK

Solid results are reported on a wet weight basis.

Lab ID	R070723001	Date Collected	7/21/2016 11:00	Matrix	Solid		
Sample ID	MILLIKEN TANK	Date Received	7/21/2016 11:45	Results are expressed as wet weight values			
Parameters	Result Units	R. L.	DF Prepared	Batch	Analyzed	Batch	Qual
Metals Analysis by ICPMS Collision Mode	Prep Method:	SW846 3050B	Prep by:	UKS			
Lead	Analytical Method: 1500 ug/kg	SW846 6020 1400	1 07/28/16 00:00	MPR 14531	Analyzed by: 08/08/16 20:52	LM MMS 8121	

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QUALITY CONTROL DATA

Lab Order: R070723
 Project ID: MILLIKEN TANK

Analysis Description:	Metals Analysis by ICPMS Collision Mode	QC Batch:	MPR/14531
Analysis Method:	SW846 6020	QC Batch Method:	SW846 3050B

METHOD BLANK: 707231

Parameter	Blank Result	Reporting Limit	Units	Qualifiers
Lead	ND	1000	ug/kg	

LABORATORY CONTROL SAMPLE: 707232

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% REC Limits	Qualifier
Lead	ug/kg	4000	4230	106	75-125	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 707234 707235

Parameter	Units	R070701001 Result	Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limit	RPD	Max RPD	Qualifiers
Lead	ug/kg	1500	4000	5070	5380	90	97	75-125	5.9	30	



**QUALITY CONTROL DATA QUALIFIERS**

Lab Order: R070723
Project ID: MILLIKEN TANK

QUALITY CONTROL PARAMETER QUALIFIERS

Results Qualifiers: Report fields may contain codes and non-numeric data correlating to one or more of the following definitions:

NS - means not spiked and will not have recoveries reported for Analyte Spike Amounts

QC Codes Keys: These descriptors are used to help identify the specific QC samples and clarify the report.

MB - Method Blank

Method Blanks are reported to the same Method Detection Limits (MDLs) or Reporting Limits (RLs) as the analytical samples in the corresponding QC batch.

LCS/LCSD - Laboratory Control Spike / Laboratory Control Spike Duplicate

DUP - Duplicate of Original Sample Matrix

MS/MSD - Matrix Spike / Matrix Spike Duplicate

RPD - Relative Percent Difference

%Recovery - Spike Recovery stated as a percentage





QUALITY CONTROL DATA CROSS REFERENCE TABLE

Lab Order: R070723
 Project ID: MILLIKEN TANK

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
R070723001	MILLIKEN TANK	SW846 3050B	MPR/14531	SW846 6020	MMS/8121

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