

REQUEST FOR PROPOSAL
DESIGN-BUILD SERVICES
FOR
CMP STORM DRAIN REHABILITATION -
MINAHEN STREET AND LOCUST STREET
Project No. SD08PW01



City of Napa Public Works Department
1600 First Street/P.O. Box 660
Napa, CA 94559-0660
(707) 257-9520

DUE DATE: JANUARY 11, 2017 AT 4:00PM

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Part I - PROJECT INFORMATION

A. INTRODUCTION

The City of Napa (“City”) is issuing this Request for Proposal (“RFP”) to all firms and teams of firms (“Proposers”) with the necessary and desirable experience to design and construct the CMP Storm Drain Rehabilitation Project - Minahen Street and Locust Street (“Project”). The City invites such Proposers to submit a competitive sealed proposal (“Proposal”) for design and construction of the Project as more specifically described in this RFP. The Proposers must be willing and able to collaborate with the City in a partnership to deliver the Project components in a timely and cost effective manner.

Submittals must be composed of the Proposer’s Technical Proposal in response to the RFP and a Price Proposal. Proposal instructions, format and content are described herein. Failure to follow the specified information may result in the City’s rejection of the Proposal. All documents submitted by the Proposer in response to the RFP will become the property of the City and will not be returned to the Proposer.

The City will select a design-build team (“Design-Builder”) based on Proposals submitted to deliver the Project. The City will award the Contract (if at all) to the responsive and responsible Proposer offering a Proposal that meets the standards established by the City and that is determined by the City to provide the Best Value.

The selected Design-Builder will perform under a Design-Build Services contract. This contract will be part of the Contract Documents, in addition to the Project Requirements, Applicable Standards and Addenda to these documents (if any). The Contract Documents are located in the Appendix.

B. PROJECT BACKGROUND

The Project consists of rehabilitating the corrugated metal pipe (CMP) drainage system built in the 1950’s as part of the Gordon Terrace Subdivision. The Project’s main component is the storm drain under Minahen Street and Locust Street and its connection to the Lernhart open channel.

Both storm drains begin at the California Department of Transportation (“Caltrans”) owned and maintained open channel located between State Route 29 and the subdivision. The Minahen storm drain branch runs easterly to an assumed 90 degree bend and then continues south to intercept with the Locust storm drain branch. The storm drain then continues south on Minahen Street to discharge at the Lernhart open channel. See Attachment A for project location, storm drain layout and pipe sizes. There are several storm drain pipes that connect existing drain inlets to the drainage system that will also be part of this Project.

A drainage study completed in 2011 by Bartelt Engineering evaluated the closed conduit storm drain system under Minahen Street and Locust Street and the connections to the drain inlets. The capacities of the Lernhart and Caltrans open channel were also considered. The study can be found [here](#) or a copy can be obtained at the City of Napa, Public Works Department, 1600 First Street, Napa, CA. The following is a summary of the drainage study; however the Proposer is encouraged to independently review the drainage study.

The design capacities of Caltrans open channel were estimated to be 190 cfs, 228 cfs and 300 cfs for a 10-year, 25-year and 100-year runoff, respectively. However, current channel conditions limit its capacity to approximately 83 cfs. The current capacity was used to analyze the closed conduit system and concluded that the “additional diverted storm water flow from the Caltrans open channel increased the amount of storm water within the entire closed conduit system by approximately 50%.” The study recommended abandoning a section of the Minahen and Locust storm drain from Caltrans open channel to Webber Street. The proposed sections to be abandoned are within public utility easements. The remaining storm drain system requires rehabilitation.

A pipe video inspection was completed in 2014 by Miksis Services, Inc. The inspection confirmed the severe condition of the drainage system. Attachment B contains the summary of the CCTV video inspection. Additional video footage is available upon request.

C. AVAILABLE INFORMATION

Information provided with this RFP includes:

1. Project Location (Attachment A)
2. [Drainage System Infrastructure Study for the Minahen Street & Locust Street Storm Drain System & Caltrans State Route 29 Open Channel, Bartelt Engineering, December 2011](#)
3. Storm Drain CCTV Inspection Summary, Miksis Services, Inc., September 2014 (Attachment B)

Additional information may be provided upon request:

1. Storm Drain CCTV Inspection Site Specifics Disc, Miksis Services, Inc., September 2014

D. PROJECT DESCRIPTION

The scope of work includes the design and construction of the project components described herein. Proposers may propose alternative designs that are equal to or better in quality or effect as determined by the City. At a minimum, the design and construction should include the following:

1. **ADANDONMENT OF STORM DRAINS:** The Project requires abandoning a 36” CMP within a ten (10) foot public utility easement (“Minahen Easement”) up to the nearest storm drain manhole and abandoning a 24” CMP within a twenty-five (25) foot public utility easement (“Locust Easement”) up to the curb and gutter on Webber Street. A 6” PVC pipe connected to a drain inlet at the intersection of Hunt Street and Minahen Street, running under private property and discharging at the Lernhart open channel, must be abandoned in place and rerouted drainage within the City right-of-way.
2. **RELOCATION/REALIGNMENT OF DRAIN INLETS/PIPES:** The Project requires relocation of drain inlets for curb ramp installation (curb ramps not part of this contract) to comply with Americans with Disabilities Act (“ADA”) requirements. Consequently, the existing storm drain inlets and pipe connections to the Minahen storm drain branch

will require realignment. There are a total of four (4) curb inlets that will require relocation and one (1) grate inlet that will require relocation and replacement with a standard curb inlet. As a result of the abandonment of the 6” PVC pipe located under private property, realignment of the storm drain pipe within the City right-of-way to reestablish connectivity to the storm drain system will be required.

3. *DRAINAGE STRUCTURES:* The Project requires installation of drainage structures, where needed, for the purpose of storm drain access in the form of manholes or inlets and must conform to City of Napa Standard Plans.
4. *REHABILITATION OF STORM DRAIN:* The Project requires the rehabilitation of the Minahen and the Locust storm drain branches. Trenchless methods of rehabilitation are preferred, such as centrifugally cast concrete pipe (CCCP) or high-density polyethylene slip lining (HDPE), but other methods will be considered if cost-effective.
5. *BANK STABILIZATION:* The Project requires stabilization of a portion of the bank at the end of the Minahen Easement. Coordination with Napa County Flood Control & Water Conservation District (“District”) will be required to complete stabilization work under the District’s Stream Maintenance Program.
6. *CITY OF NAPA SPECIAL PROVISIONS:* Adapt City’s Special Provisions (Attachment C) as necessary to accommodate this specific project while meeting all applicable standards and project requirements.

The selected Design-Builder will manage the performance of all tasks and deliver all services required to complete the specified components of this Project as described in the Draft Design-Build Required Deliverables and Performance, Attachment D.

Part II - PROPOSAL INSTRUCTIONS

A. PROPOSAL

Before preparing the Proposal, the Proposers shall carefully examine the entire RFP and become familiar with its contents. Submission of a proposal shall be considered evidence that the Proposer has fully studied the RFP, and is familiar with the general conditions to be encountered in performing any services.

B. PROPOSAL INQUIRIES

Inquiries on the contents and requirements of the RFP will be accepted in written form only. Inquiries can be mailed, emailed or faxed to the City of Napa Public Works Department, P.O. Box 660, Napa, CA 94559, attention Rosa Corona, rcorona@cityofnapa.org, fax number (707) 257-9522. The deadline for inquiries is **4:00 PM Pacific Time on Wednesday, January 4, 2017**, after which time no further inquiries will be addressed.

Substantive requests for information received may be responded to in writing by the City in the form of an addendum to this RFP and sent to all recipients of the RFP.

C. SUBMISSION OF PROPOSAL

The Proposal must be submitted by **4:00 PM Pacific Time on Wednesday, January 11, 2017**. Late proposals will not be accepted and will be returned unopened. It is the Proposer's responsibility to see that the proposal is received at the proper time. The City is not responsible for delayed deliveries due to mailing or courier service. The time the proposal is received at the Public Works counter shall determine the official time received. The Proposal shall constitute a firm offer for design-build services to the City for ninety (90) days from the submission deadline for Proposals.

Please submit five (5) copies of the Technical Proposal and one (1) copy of the Price Proposal. Price Proposal must be individually sealed in an opaque envelope, clearly marked "**PRICE PROPOSAL: DESIGN-BUILD CMP STORM DRAIN REHABILITATION - MINAHEN ST. AND LOCUST ST.**" All the contents must be delivered in a sealed opaque envelope, clearly marked "**RFP: DESIGN-BUILD CMP STORM DRAIN REHABILITATION - MINAHEN ST. AND LOCUST ST.,**" and addressed to the attention of:

City of Napa Public Works Department
P.O. Box 660
1600 First St.
Napa, CA 94559-0660
Attn: Jacques R. LaRochelle, Public Works Director

D. SIGNATORY REQUIREMENTS

The General Information Form included as Attachment E must be signed by an authorized representative of the Proposer. The Proposer must furnish documentation that the person signing the form is empowered with signatory authority for the firm. The form may be accompanied by a Corporate Resolution.

E. DESIGN-BUILD CONTRACTOR QUALIFICATIONS

1. The Design-Builder will have experience in design-build and/or design-bid-build projects of similar size and scope and successfully engaged with local agencies in the delivery of similar projects. The City encourages participation from teams with offices within Napa and near Napa.
2. The Design-Builder will provide a Project Manager with the successful completion of similar projects. The Project Manager will be individually responsible for all design-build contractor services.

F. PROPOSAL CONTENTS

The Proposal must consist of two (2) separate proposals: (1) the Technical Proposal and (1) the Price Proposal.

1. The Technical Proposal will be evaluated on and consist of the following major sections, in the order shown:
 - A. Transmittal Letter
 - B. Executive Summary
 - C. Background Information
 - D. Proposer's Experience
 - E. Project Approach
 - F. Management and Organization
 - G. Quality Assurance/Quality Control
 - H. Project Schedule
 - I. Exceptions

Further information on proposal content and format is included in Part III of this RFP.

2. The Price Proposal must be prepared using the minimum items require for the Project as described in Part I, Section D. For the design phase, the Price Proposal must include the total number of hours, the hourly rate of each member of your team, and a list of anticipated reimbursable expenses with rate charges.

G. SELECTION PROCEDURE

1. Submitted Proposals will be evaluated by the Selection Committee. The selection will be based on the Design-Builder's experience and ability to collaborate with the City for the cost effective delivery of the project improvements. In addition, the scoring sheet in Part IV of this RFP will be used by the Selection Committee to evaluate the Proposal. The City may conduct such investigations as it considers necessary to assist in the evaluation of any content and qualifications. The opinion of the Selection Committee is final.
2. The City will notify all Proposers of the selected Design-Builder or the top three (3)

ranked Design-Builders who may be invited to an interview if the Selection Committee determines that interviews would further benefit the selection process after review of the Proposals.

3. Based upon the submitted Proposal and interviews (if held), the Selection Committee will select the Design-Builder which will best meet the City's requirements under Napa Municipal Code Section 2.91.010 and Section 2.91.050 (Attachment F) and invite them to execute an agreement for Design-Build Services with the City.
4. If an agreement regarding scope and fee is not reached with the top-ranked firm within a reasonable period, the City may pursue negotiations with the next ranked firm or reissue the RFP altogether.
5. The following forms are for reference only and will be required at time of contract execution by the selected firm.
 - a. Design-Build Sample Agreement for Services (Attachment G)
 - b. Design-Build Faithful Performance Bond (Attachment H)
 - c. Design-Build Labor and Materials Bond (Attachment I)
 - d. Warranty/Maintenance Bond (Attachment J)
 - e. Sample Certificate of Insurance (Attachment K)

H. PROPOSED SCHEDULE

RFP Issued	November 23, 2016
Inquiry Deadline	4:00 PM on January 4, 2017
Proposals Due	4:00 PM on January 11, 2017
*Notification of Selection or Short List for Presentations	January 18, 2017
*Short List Proposal Presentations	January 25, 2017
*Notification of Selection	February 1, 2017
*Complete Negotiation and Process Contract	February 15, 2017
Contract Approval	February 21, 2017

*City's Selection Committee will determine if presentations would further benefit the selection process. Selection may be based on the Proposal submittal package only.

I. AWARD OF CONTRACT

Submittals will be analyzed and award shall be made to the Design-Builder whose submitted information is determined to be the best value to the City, taking into consideration the criteria established for evaluation set forth in this RFP.

1. The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in responses received; and to select the team that offers the best value to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

2. The City reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening.
3. The City reserves the right to cancel this RFP for any reason without any liability to any Design-Builder submitting qualifications. This solicitation does not constitute a contract, offer of employment, or offer of purchase. The City reserves the right to reject any and all qualification packages at its sole discretion.
4. Upon receipt of notification from the City, the apparently successful Design-Builder shall be required to enter into negotiations for eventual execution of a contract in a form substantially similar to that set forth in Attachment G, Sample Agreement, for design/build services set forth in this RFP as well as the General Terms and Conditions. Requested items are to be furnished as described in the RFP and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related agreement. Failure to provide requested items such as signed agreement, evidence of insurance with additional insured endorsement, and copies of licenses, etc. in the time frame requested by City may result in rejection of design-build contractor.

J. ADDITIONAL ITEMS RELATED TO THE PROPOSAL

1. Proposal Rejection/Proposal Costs:

This RFP does not commit the City to entering into a contract, to paying any costs incurred in the preparation of any responses to this RFP, or to procure or contract for services. The City reserves the right to cancel in whole or in part this RFP, to select the Design-Builder it considers most favorable to the City's interest at its sole discretion, and to waive irregularities or informalities in any Proposal or in the proposal procedures. The City further reserves the right to reject all Proposals and issue a new RFP at its sole discretion. In addition, the proposal and other materials provided to the City in relation to this RFP will become the property of the City.

2. Subconsultants/Subcontractors:

If any part of the work or products described in the proposal is to be provided by subconsultants, please provide the following, and note that local firm participation is encouraged:

- a. A description of each subconsultant/subcontractor's role in this project
- b. A description of previous joint ventures between the Consultant and subcontractor
- c. The corporate or company name and names of officers or principals of companies proposed as subcontractors

3. Contract & Insurance Requirements:

The City has stringent requirements in contracting with consultants, and is unable to make substantial changes to the insurance requirements and the contract to be used for this project. Attachment G contains a Design- Build Sample Agreement for Services. Proposers are strongly encouraged to have the contract reviewed by their insurance company. **Please include any proposed exceptions or changes to the**

contract in your response. Any proposed exceptions or changes to these provisions will be subject to City approval.

The laws of the State of California shall govern the contract executed between the successful Consultant and the City and any interpretations or constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in the City of Napa, State of California, and in the event of litigation, the exclusive venue and place of jurisdiction shall be in the State of California, and more specifically, in Napa County.

4. Requests for Additional Information:

The City reserves the right to request additional information to clarify the Proposals.

5. Withdrawal of Proposals:

A Proposer may withdraw their Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for withdrawal to the Public Works Director. Verbal withdrawal requests or withdrawal requests by telephone will not be accepted by the City.

6. Design-Builder Responsibility:

The Proposer selected as Design-Builder for this Project will be required to assume responsibility for all services outlined in the RFP and finalized in the Agreement for Services, whether performed by the Proposer, a representative or subcontractor.

K. PUBLIC RECORDS

Each Proposer is hereby informed that, upon receipt of its Proposal by the City in accordance with this RFP, the proposal contents become the property of the City.

1. Unless otherwise compelled by a court order, the City will not disclose any proposal contents while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Design-Builder, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless there is a legal exception to public disclosure.
2. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Respondent shall: (1) clearly mark the relevant portions of its submittal “Confidential”; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.

L. CONFLICT OF INTEREST

No City employee or elected or appointed member of City government may participate

directly or indirectly in the procurement process pertaining to this RFP if they:

1. Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
2. Are negotiating for or have an arrangement concerning prospective employment with companies that are part of the design-build team. The Proposer warrants to the best of his or her knowledge that the submission of the package will not create such conflict of interest. In the event such a conflict occurs, the Proposer is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul any contracts entered into with the design-build team without liability at its discretion, and the design-build team may be subject to damages and/or debarment or suspension.
3. The Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services for the design and construction of the Project. The Proposer further covenants that if the City enters into a contract with the Design-Builder to perform services for this Project, no person having any such interest shall be employed by the Design-Builder. The Proposal acknowledges that any person or entity who has participated in advising the City regarding the design of this project is considered by the City to have a conflicting interest in this project, as described by this section.

M. GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY - These Provisions Are a Part of Your Proposal and any Contract Awarded

1. Litigation Warranty:

The Proposers warrants that they are not currently involved in litigation or arbitration concerning the materials or Proposer's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against the Proposer on the basis of Proposer's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the proposal. Disclosure may not disqualify the Proposer. The City reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration and to require proposer to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by proposer of the contract in the event the contract is awarded to proposer, notwithstanding the litigation or arbitration.

2. Taxes:

The City is not tax exempt from Sales Taxes. The City is exempt from Federal Excise Tax and will furnish Exemption Certificates when applicable.

3. Insurance:

Design-Builder shall provide Certificate of Endorsement naming City as additional insured in amounts specified by City prior to initiation of any services under City contract. Coverage shall be from a company authorized to transact business in the State of California and the City of Napa and shall meet the minimum specifications requested in Attachment G, Design-Build Sample Agreement for Services. It is highly recommended that Proposer confers with his respective insurance carriers or brokers to determine in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed and provided herein. If there are any questions regarding these insurance requirements, it is recommended that the agent/broker contact the Point of Contact. If the Design-Builder fails to comply strictly with the insurance requirements, that Design-Builder may be disqualified from award of the contract.

4. Contract Period:

All work shall be completed by **June 30, 2017**. The contract may be extended upon mutual consent of the contractual parties.

5. Documentation:

Due to the time constraints that affect contract performance all required documents requested by City shall be provided to the City within seven (7) business days following date of request. Any failure to comply may result in proposal being declared nonresponsive and rejected, at City's option.

6. Invoices:

Design-Builder shall submit invoices to the address shown on the Agreement. Invoices shall contain the following information: Agreement number, date and description of services, sizes, unit of measure, quantity, unit price, and extended totals in accordance with the schedule of values for each item in the agreement.

7. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds. Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of contract by lack of appropriation shall be without penalty.

8. Performance Standards:

Performance of work pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

9. Key Personnel:

City expects selected Design-Builder's key personnel to be available for the duration of project implementation. City must be consulted in advance by Design-Builder if key personnel are to be replaced during contract term. City must give prior written approval for key personnel changes. All costs incurred by City for key personnel changes shall be borne by selected Proposer.

10. City Facilities and Security:

All work for resulting contract must be done in a manner that offers minimum interference and disruption to the normal activities of City facilities. Design-Builder must comply with all facility safety and security guidelines.

11. Sample Agreement Template:

See Attachment G, Design-Build Sample Agreement for Services for additional Terms and Conditions.

Part III - PROPOSAL CONTENT AND FORMAT

GENERAL INFORMATION

Submit five (5) copies of the Technical Proposal and one (1) unbound copy containing 8½” x 11” sheet sizes for text content and 11” x 17” for any fold-out drawing, graphics or tables.

Submit one (1) 8 ½” x 11” copy of the Price Proposal in a sealed envelope separate from the Technical Proposal.

The minimum acceptable font size is 11 point and must not contain any shading or other graphic features that hinders the legibility of the text. In order to facilitate the evaluation of the Proposals, Proposers should format their submittal using the following sections:

A. TRANSMITTAL LETTER

A transmittal letter, signed by an officer who is authorized to bind the Design-Builder, shall be included with the submittal and the letter must state that the Proposal is binding for ninety (90) days from the submission deadline for proposals.

1. Proposer Contact

Please provide the name, address, telephone number, email, and facsimile number of the prime contact. This will be the individual who can be contacted during proposal evaluation if the City has questions about the Proposal.

2. Location(s)

Please provide the location of the Design-Builder’s headquarters. In addition, provide the location of any local support offices which will provide service to the City.

3. Company Management/Ownership

The City is looking for a Design-Builder that can provide a measure of proven stability and reliability. Please describe the Design-Builder’s (and any sub consultants /sub contractor’s) size, company management and ownership.

B. EXECUTIVE SUMMARY

Provide a brief summary emphasizing the Design-Builder’s:

- 1. Understanding and innovative approach of the Project;**
- 2. Ability to deliver similar types of projects;**
- 3. Commitment and ability to meet the Project’s goals;**

C. BACKGROUND INFORMATION

Background information should describe in general the Design-Builder’s history and its experience in the various types of services provided. Indicate the extent of engineering and

construction of similar projects with design-build delivery or design-bid-build delivery with an emphasis on working with local municipalities. The City is also interested in similar projects managed by the respondent's proposed project manager and superintendent.

Provide a list of all contracts terminated (partially or completely) by clients for convenience or default within the past three years. Include contract value, description of work, sponsoring organization, contract number, and name and telephone number of contracting entity.

A completed copy of the General Information Form included in Attachment E of the RFP shall be submitted with the Proposal.

D. PROPOSER'S DESIGN-BUILD EXPERIENCE

Provide specific information on the Design-Builder's experience, particularly in projects similar to those discussed in this RFP. List and describe at least three (3) similar projects completed by the firm with the past five (5) years.

For all projects, list the following:

- Project title, location, description, date constructed
- Project Construction Budget
- Firm's Project Manager, services provided and fees
- Client contact person, email and phone number
- Type of contract (on-call or fixed scope)

E. MANAGEMENT AND ORGANIZATION

Please address the following:

1. Describe in detail the organizational structure and identify any team members who will take financial responsibility for the Project, and identify any liability limitations.
2. Identify the Project Manager, Construction Project Manager, Engineer of Record, and key personnel proposed that will remain throughout the duration of the project. Include specific services that each team member will perform and illustrate clearly the applicability of the individual's background, education, and experience to his or her assigned role. Include key personnel's percentage of time that will be devoted during the various phases of the Project.
3. Discuss the Design-Builder's managing practices during the duration of the Project. This includes how the design and construction personnel will interact to enhance and expedite the design process.
4. Discuss how the Design-Builder will interact with the City and the public during the design and construction phases.

5. If any part of the work described in the Proposal is to be provided by subconsultants/subcontractors provide background information and particular experience of key personnel on past projects. Show the key personnel in the organization chart.

F. PROJECT APPROACH

Design-Builder's project approach should include how the minimum requirements of the project will be completed as described in Part I, Section D of this RFP. Proposers are encouraged to submit an alternative project approach that will still meet the requirements of the project, but can demonstrated potential savings in any part of the project requirements. Please address the following:

1. Discuss how the Design-Builder will generally approach the design-build project given the existing condition of the CMP storm drain system and the minimum requirements of the project.
2. Discuss proposed alternative project approach, if any. Discuss the economic advantage of this approach and demonstrate that the minimum project components of the project are still being met.
3. Justify the benefits in terms of function or characteristics of the storm drain rehabilitation method that will be use, including service life and ease of maintenance.
4. Demonstrate complete cost analysis between alternative methods and discuss how the savings in cost of the project will not impair the intent of the project.
5. List the tasks involved and identify special issues or problems that are likely to be encountered in the proposed project approach.
6. Discuss how the Proposer will ensure quality of design and construction.
7. Discuss how the Proposer will minimize public disruptions.

G. QUALITY ASSURANCE/QUALITY CONTROL

Please describe the following:

1. Describe how the Design-Builder will provide QA and QC for both design and construction elements of the Project, including but not limited to, sampling, testing, inspection, change order management, document control, communication requirements, and non-compliant work corrective action plans to ensure that the work conforms to the contract requirements. Responses shall be thorough and comprehensive, providing clear distinctions between QA and QC as well as between design and construction.

2. Describe how the Design-Builder's QA/QC program for both the design and construction elements shall cover a subcontractor, supplier, vendor, or other entity with contractual obligations to complete design or construction elements of the Project.
3. Describe how the Design-Builder's QA/QC organization functions, including the employees with specific QA or QC responsibilities, with an organization chart showing authority and reporting responsibilities.
4. Describe how the Design-Builder's designated Quality Assurance Manager shall certify that the work has been completed in accordance with the Contract Documents, and that all required QA/QC tests, measurements, permits or other requirements have been completed and all non-conformance reports have been resolved prior to or with each request for payment submittal.

H. PROJECT SCHEDULE

Please address the following:

1. Discuss the overall schedule for the Project and how it will be affected by the proposed rehabilitation method.

I. EXCEPTIONS

Please include a statement regarding exceptions to the Design-Build Sample Agreement for Service (Attachment G). If no exceptions are included, the City will expect the selected Design-Builder to sign the City's contract and provide the required insurance and indemnification.

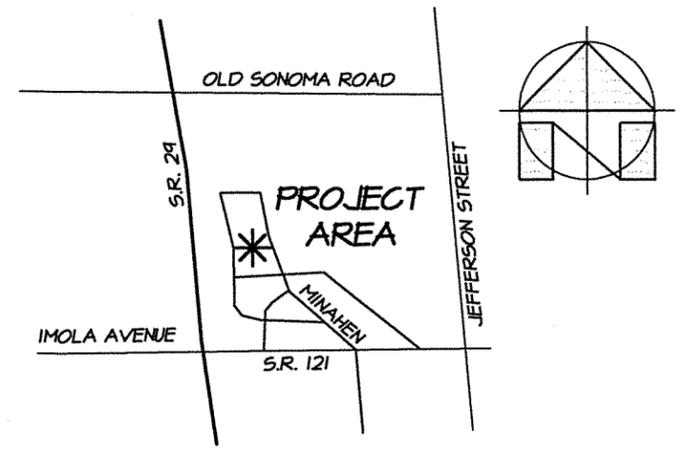
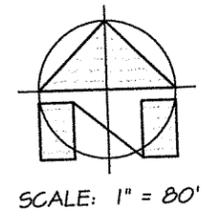
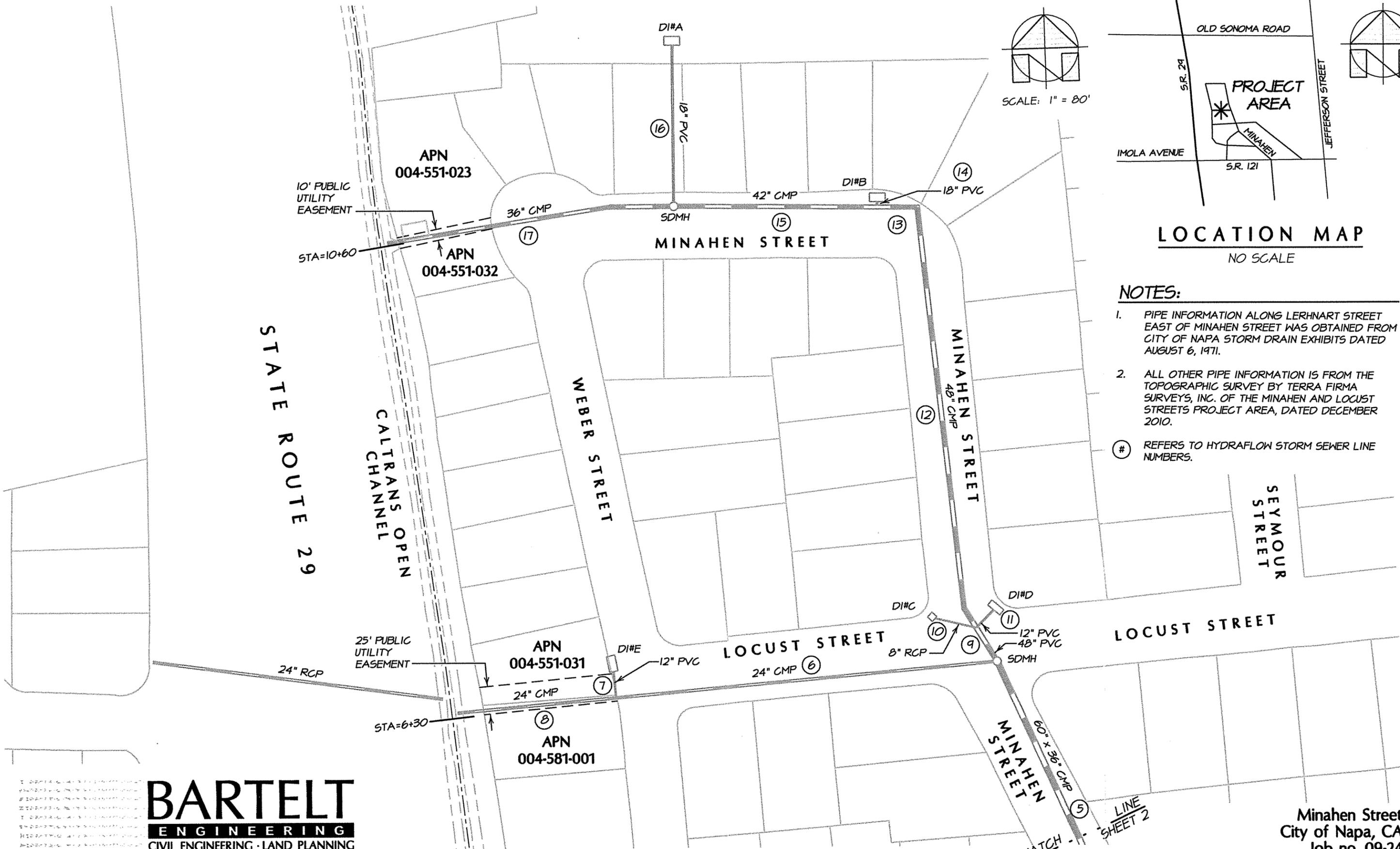
Part IV - SELECTION CRITERIA

The Proposals and interviews (if held) will be evaluated and rated on the basis of:

		MAX. POINTS	RATING
1.	TECHNICAL PROPOSAL		
	Demonstration of 1) an understanding of the work to be done and provided a unique or innovative method of approaching the proposed work with an outstanding level or quality; 2) the ability to collaborated with City, minimize disruptions to residents, and reduce project costs	25	
	Demonstration of superior management and organization techniques as they apply to this Project; including organization of QA/QC	15	
	Demonstration of experience with similar type of work	10	
	Demonstration a realistic schedule of work	10	
2.	PRICE PROPOSAL		
	The lowest price that comprehensively address the scope of work will be awarded the maximum points (30) and the remaining price proposals will receive points based on the price proposal ranking. Highest price proposal receives the lowest score.	30	
	TOTAL	100	

ATTACHMENT A

PROJECT LOCATION



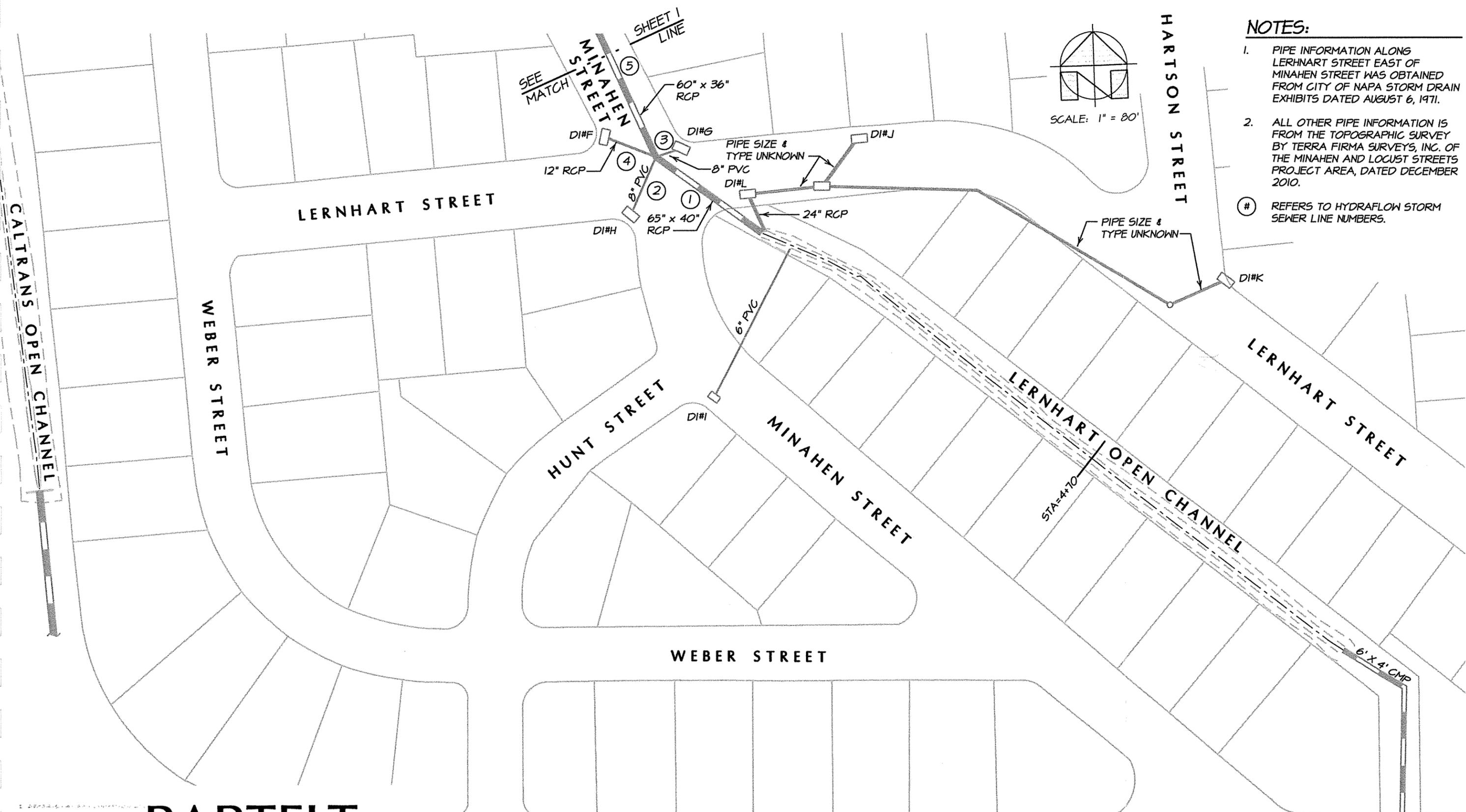
- NOTES:**
1. PIPE INFORMATION ALONG LERHNART STREET EAST OF MINAHEN STREET WAS OBTAINED FROM CITY OF NAPA STORM DRAIN EXHIBITS DATED AUGUST 6, 1971.
 2. ALL OTHER PIPE INFORMATION IS FROM THE TOPOGRAPHIC SURVEY BY TERRA FIRMA SURVEYS, INC. OF THE MINAHEN AND LOCUST STREETS PROJECT AREA, DATED DECEMBER 2010.
- Ⓢ REFERS TO HYDRAFLOW STORM SEWER LINE NUMBERS.

BARTELT
ENGINEERING
CIVIL ENGINEERING · LAND PLANNING
1303 Jefferson Street, 200 B, Napa, CA 94559
Tel: 707-258-1301 · Fax: 707-258-2926
www.barteltengineering.com

STORM DRAIN EXHIBIT B
SCALE: 1" = 80'

Minahen Street
City of Napa, CA
Job no. 09-24
December 2011
Sheet 1 of 2

MATCH SEE LINE SHEET 2



- NOTES:**
1. PIPE INFORMATION ALONG LERNHART STREET EAST OF MINAHEN STREET WAS OBTAINED FROM CITY OF NAPA STORM DRAIN EXHIBITS DATED AUGUST 6, 1971.
 2. ALL OTHER PIPE INFORMATION IS FROM THE TOPOGRAPHIC SURVEY BY TERRA FIRMA SURVEYS, INC. OF THE MINAHEN AND LOCUST STREETS PROJECT AREA, DATED DECEMBER 2010.
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STORM DRAIN EXHIBIT B
 SCALE: 1" = 80'

Minahen Street
 City of Napa, CA
 Job no. 09-24
 December 2011
 Sheet 2 of 2

ATTACHMENT B

CCTV VIDEO INSPECTION SUMMARY



PO Box 591-I, Healdsburg, CA 95448-0590
 1-888-UNPLUGU - (707)433-8053 - Fax (707)433-8085
 www.unplugu.com admin@unplugu.com

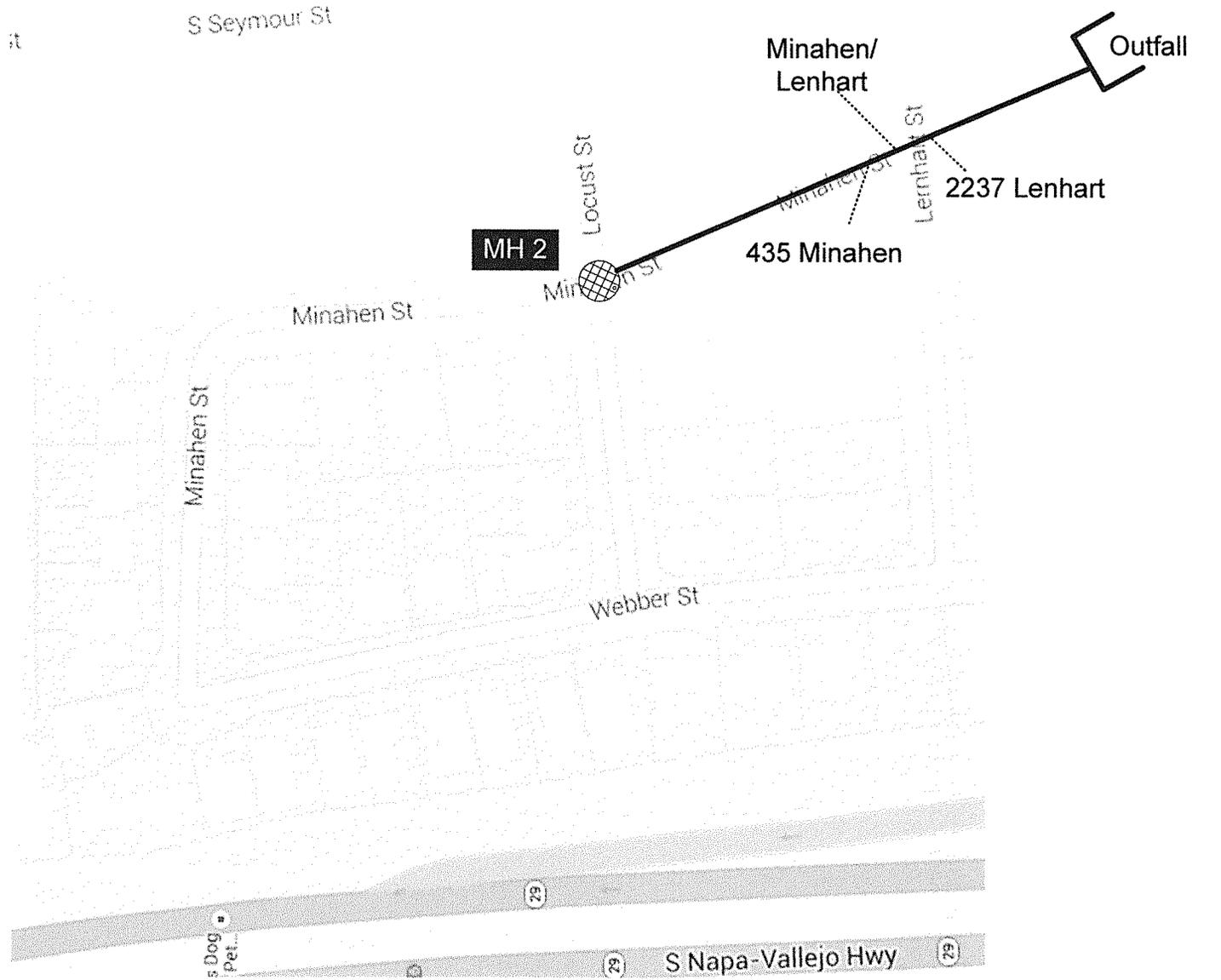
9/22/2014

Minahen St./Locust St. Storm Drain - Napa, CA
 CCTV Video Inspection Summary

	Street	Upstream Manhole	Down-stream Manhole	Size/Mat	U/D	Length Viewed	General Condition	Condition/Comments
1	Locust St.	Inlet Locust St.	MH2	24" CMP	U	333'	Poor	Invert absent in several places.
2	399 Webber St.	DI# E	SD Main	10" CP	D	32'	Good	No faults noted.
3	344 Minahen	DI# B	SD Main	15" CP	D	7'	Good	Leaves, no defects visible.
4	Corner Minahen/ Locust	DI# D	SD Main	12" CP	D	10'	Good	Offset at 6'.
5	2220 Locust	DI# C	SD Main	8" VCP	D	43'	Poor	Multiple cracks from 13' to 17', broken pipe at 17'
6	435 Minahen	Not on map	SD Main	12" CP	D	24'	Unk	Incomplete. Pipe 30% full of debris (leaves & soil)
7	2237 Lenhart St.	Not on map	SD Main	8" CP	D	55'	Good	Minor concrete deposits at joints
8	Minahen St.	Minahen/ Lenhart curb inlet	SD Main	8" CP	D	10'	Good	Visible portion of pipe in good condition
9	Minahen St. easement	DI# A	SD Main	18" PVC	U	135'	Good	No faults noted.

Note: Not authorized to clean pipe prior to inspection. Estimates as to pipe condition based on visible portions of pipe.

Minahen St./Locust St.
Storm Drain CCTV
9/22/2014



— Video complete





Bartelt Engineering
Storm Drain Video Inspection
Minahen St./Locust St.
Napa, CA
7/16/2014

Pipe Segment: Minahen St. – MH1 upstream to Upstream Inlet

Pipe Size: 42"

Material: CMP

Direction: US

Total Length: 260'



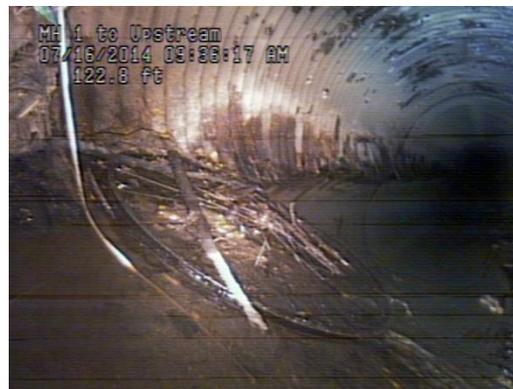
68' Invert absent



83'' Invert absent



106' Invert absent, pipe deformed



122' Debris caught in exposed jagged edges of remaining pipe



Bartelt Engineering
Storm Drain Video Inspection
Minahen St./Locust St.
Napa, CA
7/16/2014

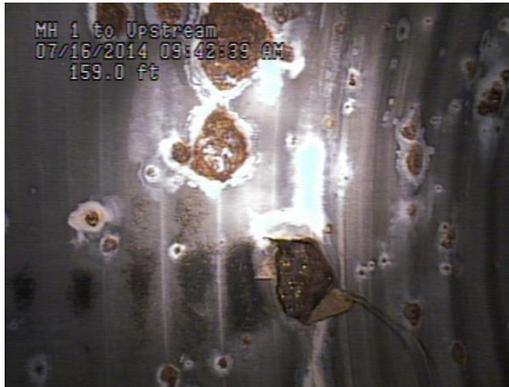
Pipe Segment: Minahen St. – MH1 upstream to Upstream Inlet

Pipe Size: 42"

Material: CMP

Direction: US

Total Length: 260'



159' Pipe walls deteriorating



184' Soil erodes beneath pipe



220' Rock



244' Jagged edges of missing pipe, rock build-up at upstream inlet



Bartelt Engineering
Storm Drain Video Inspection
Minahen St./Locust St.
Napa, CA
7/16/2014

Pipe Segment: Minahen St. – MH 1 to MH 2

Pipe Size: 42"

Material: CMP

Direction: DS

Total Length: 631'



Start of inspection, pipe invert absent



21'' Invert absent, large roots



269' Invert absent, void behind pipe wall
(7 o'clock)



485' Large root growing through missing
pipe wall



Bartelt Engineering
Storm Drain Video Inspection
Minahen St./Locust St.
Napa, CA
7/16/2014

Pipe Segment: Minahen St. – MH 1 to MH 2

Pipe Size: 42"

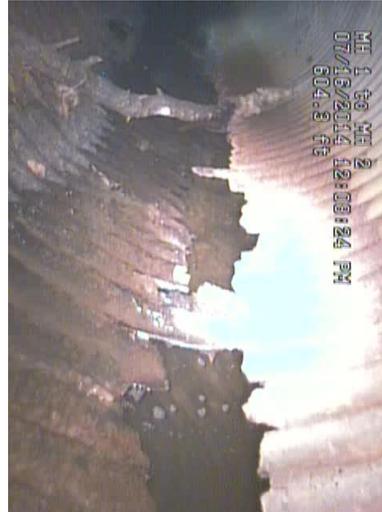
Material: CMP

Direction: DS

Total Length: 631'



518' Soil behind missing pipe wall eroding



604' Void beneath pipe



Bartelt Engineering
 Storm Drain Video Inspection
 Minahen St./Locust St.
 Napa, CA
 7/16/2014

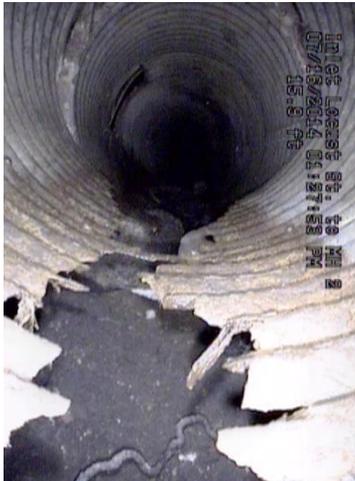
Pipe Segment: Locust St. – Inlet on Locust St. to MH 2

Pipe Size: 24"

Material: CMP

Direction: DS

Total Length: 164'+



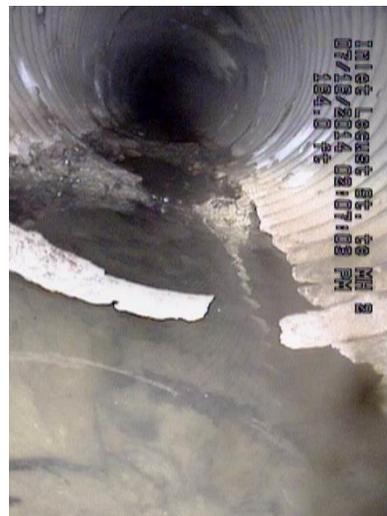
15' Invert absent



15.8' Same location as photo on left, note large offset at joint with soil exposed



19' Invert absent, pipe deformed



164' Invert absent



Bartelt Engineering
 Storm Drain Video Inspection
 Minahen St./Locust St.
 Napa, CA
 7/16/2014

Pipe Segment: Minahen St. – MH 2 downstream to Outfall

Pipe Size: 40x60"	Material: CMP	Direction: DS	Total Length: 400'
-------------------	---------------	---------------	--------------------



29' Invert absent, pipe deformed



79' Metal surface corroding at flow line



299' Joint offset, soil and roots visible



Close-up of offset



311' Patch

ATTACHMENT C

CITY OF NAPA SPECIAL PROVISIONS

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[Click here and insert **Project Name & No.**]

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SPECIAL PROVISIONS

[Click here and insert **Project Name & No.**]

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, 2010 Edition, the Standard Plans of the State of California Department of Transportation, 2010 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 Plans – The 2010 edition of the Standard Plans 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. Standard Specifications - The 2010 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.
- K. State, Owner, or Department - The City of Napa, California, a legal entity organized and existing in the County of Napa, State of California.
- L. Transportation Building-Sacramento: City Hall, City of Napa, State of California.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 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.

SECTION 3 CONTRACT AWARD AND EXECUTION

3-1.01 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(a) 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.

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 **[Click here and insert Written Working Days] ([Click here and insert Numeric Working Days])** 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. An Erosion and Sediment Control Plan and a Traffic Control Plan must be approved prior to the start of work. Attention is directed to the section titled, "Submittals," of these Special Provisions.

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 **[Click here and insert Written Dollar amount] dollars (\$[Click here and insert Numeric dollars])** 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 Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions for the requirements and conditions related to the scope of work.

5-1.02 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to the section titled, "Differing Site Conditions," of these Special Provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

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.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially the party discovering those conditions must promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

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 conditions above ground 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 CONSTRUCTION STAKING

Section 5-1.26, "Construction Surveys," of the Standard Specifications must be deleted in its entirety and replaced with the following:

This work will consist of furnishing and setting construction marks to establish lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

You must provide all construction surveying, staking and layout necessary to establish the lines and grades required for the completion of the work shown on the plans and as specified in the Standard Specifications and these Special Provisions. The construction survey crew must follow the California

Department of Transportation's Surveys Manual (Surveys Manual) at all times and be under the direction and "responsible charge" of a Professional Land Surveyor registered in the State of California or a Registered Civil Engineer authorized to practice land surveying in the State of California. Construction stakes must be removed from the site of the work when no longer needed.

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.

5-2.04 CLEANLINESS OF STREET

Attention is directed to Section 12.16.100 of the Napa Municipal Code which reads:

Section 12.16.100: Vehicles Spilling Loads: It is unlawful for any person to use any vehicle for the conveyance or removal of dirt, gravel, rock or other material without having the same so constructed and loaded as to prevent contents thereof from being scattered or deposited upon the streets over which said vehicles may be driven."

You must keep the streets affected by this project mechanically swept at a frequency to be solely determined by the Engineer.

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 visible to the public, the following must apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing must be disposed of concurrently with its removal. Construction and/or demolition debris must be hauled off-site at the end of each workday.
- B. You must furnish trash bins for debris from structure construction. Debris must be placed in trash bins daily. You must secure Engineers approval of trash bin location prior to placement of trash bins. The City does not guarantee that a trash bin can be located within the project limits.
- C. Forms or falsework that are to be re-used must be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used must be disposed of concurrently with their removal.

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.

You must make your own arrangements for staging area(s). Overnight storage and staging of materials within the right-of-way will not be allowed, unless otherwise approved 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 your staging areas 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.

The highway right of way must be used only for purposes that are necessary to perform the required work. You must not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

There are parcels adjacent to the right of way which may be available for your use as shown on the plans. Attention is directed to the section titled, "Maintaining Traffic" of these Special Provisions regarding access to nearby businesses. Temporary storage of equipment and materials on the parcels will be subject to the approval of the Engineer on a parcel-by-parcel basis. You must fence each of the parcels approved for construction use with 6' high temporary chain link fencing completely covered with opaque black mesh screening. You must maintain the fencing continuously. Use of your work areas and other City-owned property will be at your own risk, and the City will not be held liable for any damage to or loss of materials or equipment located within such areas.

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.

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.

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 structures/facilities. Reference underground utilities to semi-permanent or permanent physical objects. Reference water, sewer, telephone, and electrical lines to corners of buildings and survey markers.

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.

5-2.10 NOISE AND VIBRATION

Noise and vibration must conform to Section 14-8, "Noise and Vibration," of the Standard Specifications and these Special Provisions.

The noise level from your operations, between the hours of 9:00 p.m. and 6:00 a.m., must not exceed 86 dB at a distance of fifty (50) feet. This requirement will not relieve you from your responsibility for complying with local ordinances regulating noise level.

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

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. Disposable material must not be stockpiled in the street beyond the normal working hours. 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.

Whenever any material disposal location is visible from a public street, the disposal area must be left in a neat and uniform manner to the satisfaction of the Engineer.

If the disposal site is within the City of Napa city limits, you must submit to the Engineer an approved grading permit and plan prior to disposing of the material. A grading permit and plan is required when 50 CY of material or more is disposed either temporarily or permanently at a site. Grading permits are issued at the City of Napa Building Department.

5-3.03 COMPACTION AND QUALITY

Attention is directed to Sections 6-3, "Quality" and 19-5, "Compaction," of the Standard Specifications and these Special Provisions. The City of Napa will hire an independent testing firm to perform tests as

deemed necessary by the City for acceptance of the various items of work. Compaction tests will be taken on all subgrade, trench backfill, aggregate base, asphalt concrete material unless otherwise approved by the Engineer.

The cost of the testing will be borne by the City, except you must assume all costs of retesting work and/or materials which fail to meet contract requirements. Any costs due from you for testing will be charged against the contract and deducted from monies due, or to become due, to you.

You must provide a written request to the Engineer for testing of the work at least forty-eight (48) hours in advance. Any cancellations must be submitted in writing to the Engineer at least twenty-four (24) hours in advance. Failure to provide timely cancellation notices may result in incurred additional costs by the City. These costs will be backcharged to you. Any costs due from you for testing will be charged against the contract and deducted from monies due, or to become due, to you.

If accepted aggregate base becomes saturated and/or disturbed, the subgrade must again be proof-rolled and testing may be required. The cost of retesting will be borne by you.

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:

- | | |
|---|---------------------------------------|
| Portland Cement Concrete Mix Design | Paving Mat |
| Aggregate Base | Resident Notification Letters |
| Job Mix Formula | Traffic Signal Material and Equipment |
| Soil Mix | Shop Drawings |
| Tree Stakes/Stabilizers | Substitutions |
| Samples | Lead Compliance Plan |
| Traffic Control Plan | Erosion and Sediment Control Plan |
| Brochures, manuals, and test data on equipment proposed to be furnished | |

Where the specifications indicate that you must follow manufacturers 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 shop 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 shop 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.

CERTIFICATE OF COMPLIANCE

Unless otherwise noted above, or noted elsewhere in these Special Provisions, the following materials will be accepted with the submission of a Certificate of Compliance. Certificates of Compliance must be provided to the City prior to incorporation of the material into the work.

Std. Specification Section	Material
12-3.08	Temporary Railing (Type K)
20-2.03	Soil amendment
20-2.07	Fiber
20-2.08	Mulch
20-2.11	Stabilizing emulsion
20-2.15B(2)	Plastic pipe irrigation line
24-1.02	Lime
39-1.01	Asphalt Concrete
51-1.12F(3)	Preformed elastomeric joint seal
51-1.12H(1)	Plain and fabric reinforced elastomeric bearing pads
51-1.12H(2)	Steel reinforced elastomeric bearing pads
51-1.14	Waterstops (Special Condition)
52-11.02B	Epoxy coated bar reinforcement
52-1.04	Reinforcing steel
55-1.03	Structural steel
57-1.02A	Structural timber
57-1.02A	Treated timber and lumber
58-1.03	Lumber and timber
61-1.02	Culvert and drainage pipe joints
64-1.02	Plastic pipe
66-2-02	Aluminum pipe and aluminum pipe arch
66-3.02	Corrugated steel pipe and corrugated steel pipe arch
67-1.02	Structural metal plate pipe arches and pipe arches
68-1.02F	Perforated steel pipe
68-1.02J	Aluminum underdrain pipe
68-1.02K	Polyvinyl chloride pipe or polyethylene tubing
69-1.02A	Steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
69-1.02F	Aluminum entrance tapers, pipe downdrains, reducers, coupling bands, and slip joints

82-1.02D	Metal target plates
84-3.02	Paint (Traffic stripe)
85-1.02	Pavement Markers
86-2.08C	Series circuit conductors
86-2.16	Polymeric or enamel coating system (Service Cabinets)
86-4.01C	Lamp receptacle conductors
86-6.01A	Ballasts - H. P. sodium lamps
86-6.05	Ballasts - sign lighting fixtures
86-6.065	Internally lighted street name signs
88-1.01	Engineering fabric
90-2.01	Cement
90-2.02A	Concrete coarse aggregate (Cleanness value)
90-2.02B	Concrete fine aggregate (Sand Equivalent)
90-4.03	PCC admixtures
90-10.03	Minor concrete
92-1.03	Asphalt (Oil)
93-1.02	Liquid asphalt
94-1.05	Asphaltic emulsion
95-1.02	Epoxy

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 Submittal Stamp.

Transmit all submittals to:

City of Napa
P.O. Box 660
1600 First Street
Napa, CA 94559-0660
Attn.: "[Click here and insert Construction Manager]" .

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. 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.

Attention is directed to the Federal minimum wage rate requirements located in Appendix C. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, you and your subcontractors must pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by you and your subcontractors, you and your subcontractors must pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

5-4.05 PUBLIC SAFETY

You must provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions. Attention is also directed to the section titled, "Temporary Traffic Control," of these Special Provisions for provisions concerning flagging and traffic handling equipment and devices used in carrying out the provisions of this Public Safety Section.

You must install Type K temporary railing between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is twelve (12) feet or less from the edge of the lane, except:
 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than one (1) foot deep.
 3. Trenches less than one (1) foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle prior to installing the protective system; or you, for your convenience and with permission of the Engineer, remove a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

- C. Storage Areas.—Material or equipment is stored within twelve (12) feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of installed Type K temporary railing must be offset a minimum of fifteen (15) feet from the edge of the traffic lane open to public traffic. The temporary railing must be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to ten (10) feet longitudinally with respect to the edge of the traffic lane. If the fifteen (15) foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Type K temporary railing must conform to Section 12-3.08, "Type K Temporary Railing," of the Standard Specifications. Type K temporary railing, conforming to the details shown on 2010 Standard Plan (T3A & T3B), may be used.

Temporary crash cushion modules must conform to Section 12-3.15, "Temporary Crash Cushion Module" of the Standard Specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, you must close the adjacent traffic lane unless otherwise provided in the Standard Specifications, these Special Provisions, or approved by the Engineer:

Approach Speed of Public Traffic {Posted Limit}	Work Areas
30 to 45 Miles Per Hour	Within 3 feet of a traffic lane

The lane closure provisions of this section must not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators must be considered to be the edge of the traffic lane, however, you must not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure must be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators must be not more than the spacing used for the lane closure.

Suspended loads or equipment must not be moved nor positioned over public traffic or pedestrians.

5-4.06 PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

PLANTS

Existing trees, plants, shrubs, lawns, other landscaping, irrigation equipment, and other private property that are not to be removed as shown on the plans or specified in these Special Provisions, and are injured or damaged by reason of your operations, must be replaced by you at your expense. All replacement work must be completed prior to the acceptance of work or the start of the plant establishment period. The minimum size of tree replacement must be no. 24 inch box and the minimum size of shrub replacement must be 15 gallon container. Replacement tree(s) must be planted in accordance to City Standard Detail T-1. Replacement ground cover plants must be from flats and must be planted 12 inches on center. Replacement of Carpobrotus ground cover plants must be from cuttings and must be planted 12 inches on center. Replacement planting must conform to the requirements in Section 5-1.36B, "Landscape" and Section 20-2.03B, "Replacement," of the Standard Specifications and

these Special Provisions. You must water replacement plants in conformance with the provisions in Section 20-1.03C, "Watering," of the Standard Specifications.

Damaged or injured landscaping must be removed and disposed of outside the highway right of way in conformance with the provisions in the section titled, "Disposal of Material," of these Special Provisions. At your option, removed trees and shrubs may be reduced to chips.

MONUMENTS

You must be responsible for the protection of all existing survey monuments and control points. All monuments destroyed during construction must be resurveyed and replaced at your expense as outlined in the Business and Professions Code, Section 8771.

In the event your operations destroy any of the Engineer's survey control points, you must replace such control points at his expense, subject to verification by the Engineer. The cost of any such verification of the Engineer's survey control points will be deducted from any moneys due or to become due to you. You will not be allowed any adjustment in contract time for such verification of survey control points by the Engineer.

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.

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 RELATIONS WITH NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Required bank stabilization shall be coordinated with the Napa County Flood Control & Water Conservation District. You must fully inform yourself of all rules, regulations, resolutions, and conditions that may govern these operations in said area and shall conduct this work accordingly.

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.

You must provide scheduled updates as requested by the Engineer. 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.

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.

5-5.07 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. Machines and equipment must not be operated prior to 8:00 a.m. nor past 5:00 p.m. Materials or equipment must not be delivered prior to 7:30 a.m. nor past 5:00 p.m. Machines or equipment must not be cleaned or serviced past 6:45 p.m.

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 relent 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.

5-6 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 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.

The final acceptance of the work will be contingent upon your guaranty which may be either an extension of the original Faithful Performance Bond or a separate Maintenance Bond in the amount of ten percent (10%) of the final contract price in favor of the City. Should you not file said bond as required herein, the City may retain the remaining ten percent (10%) of the final contract price as a cash bond for said one (1) Year period.

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.

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 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

Attention is directed to the most current State of California Department of Transportation, Authorized Materials List for "Signing Delineation Materials."

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.

As the first order of work, in accordance with the requirements in the section titled "Construction Area Signs" of these Special Provisions, you must notify residents and/or property owners of the upcoming work, then implement the traffic control plan pursuant to the section titled "Maintaining Traffic" of these Special Provisions. The cost thereof will be included in the contract prices paid for Traffic Control, and no additional compensation will be allowed therefor.

Attention is directed to the sections titled, "Obstructions" and "Potholing," of these Special Provisions. While a representative sample of the utilities crossing the project have been potholed and shown on the plans, you must pothole all buried utilities and other man-made objects throughout the proposed work area of work, check for conflicts, and provide the pothole data and written notice of any suspected conflicts between existing and proposed facilities to the Engineer prior to beginning any excavation. Said pothole data and written notice must be provided not less than ten (10) working days prior to beginning any such excavation. For longer facilities such as buried pipelines, you must pothole at a number of locations that is adequate, in the opinion of the Engineer, to determine or verify the type, profile, size, and material of the facility. The cost thereof will be included in the contract prices paid for Potholing, and no additional compensation will be allowed therefor.

Attention is directed to the section titled "Tree Removal," of these Special Provisions. Prior to removal of trees, you must coordinate with the residents of each property to determine which residents would like to retain all or some of the wood from the removed trees. You must provide the wood requested by the resident in no larger than eighteen (18) inch pieces, cut perpendicular to the grain, and stacked at a location outside of the public right-of-way designated by the resident. No wood or remnants of trees will be left in the public right-of-way. All tree removal work must be completed prior to the installation of any concrete work. The cost thereof will be included in the contract prices paid for Tree Removal, and no additional compensation will be allowed therefor.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work must conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions.

GENERAL

The goal of these requirements is to prevent the pollution of storm water runoff from construction projects by keeping pollution out of storm drains, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge runoff directly to creeks and the river without treatment. You must abide by all federal, state, and local regulations regarding water quality as it is affected by construction activities. Specifically, you must prepare and submit an Erosion and Sediment Control Plan for the Engineer's approval that describes and pictorially shows how the following 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. Granular Material –
 - a. You must store granular material at least ten feet away from catch basin and curb returns.
 - b. You must not allow granular material to enter the storm drains or creeks.
 - c. When rain is forecast within 24 hours or during wet weather, the Engineer may require you to cover granular material with a tarpaulin and to surround the material with gravel bags.
3. Dust Control
 - a. You must use reclaimed water to control dust on a daily basis or as directed by the Engineer.
4. Street Sweeping
 - a. At the end of each working day or as directed by the Engineer, you must clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work. You must not use water to flush down streets in place of street sweeping.
5. Recycling
 - a. You must recycle aggregate base material, hot mix asphalt, and Portland cement concrete.
 - b. In addition, to the maximum extent practicable, You must reuse or recycle any useful construction materials generated during the project providing the material complies with State and Federal regulations.
6. 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.

A. Dewatering Operations

1. Sediment Control
 - a. You must route water through a control measure, such as a sediment trap, sediment basin, or Baker tank to remove settleable solids prior to discharge to the storm drain system.
 - b. Approval of the control measure must be obtained in advance from the Engineer.
 - c. Filtration of the water following the control measure may be required on a case-by-case basis
 - d. If the Engineer determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement in (a.) above may be waived.
 - e. You must reuse water for other needs, such as dust control or irrigation, to the maximum extent practicable.
2. Contaminated Groundwater
 - a. If the project is within an area of known groundwater contamination, then water from dewatering operations must be tested prior to discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, then it may be discharged to the storm drain. If the water quality meets City of Napa Municipal Code section 8.36, then it may be discharged to the sanitary sewer with prior approval from the Napa Sanitation District. Otherwise, the water must be treated or hauled off-site for proper disposal.
 - b. If the project is not within an area of known groundwater contamination, then monitoring must only be required if directed by the Engineer. You must follow section A.2.a above, if contamination is found.
 - c. If the project is found to be within an area of groundwater contamination not identified by the City in the project specifications, a change order must be negotiated to cover additional work performed by you pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

B. Paving Operations

1. Project Site Management

- a. When rain is forecast within 24 hours or during wet weather, the Engineer may prevent you from paving.
 - b. The Engineer may direct you to protect drainage courses by using control measures, such as earth dikes, gravel check dams, fiber rolls, gravel bags, and sand bags, to divert runoff or trap and filter sediment.
 - c. You must place drip pans or absorbent material under paving equipment when not in use.
 - d. You must cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
2. Paving Waste Management
- a. You must not sweep or wash down excess sand placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, you must either, collect the sand and return it to the stockpile, or dispose of it in a trash container. You must not use water to wash down fresh hot mix asphalt.
- C. Saw Cutting
- 1. During saw cutting, you must cover or barricade catch basins using control measures, such as filter fabric, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, you must ensure that the entire opening is covered.
 - 2. You must shovel, absorb, and vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.
 - 3. If saw cut slurry enters catch basins, you must remove the slurry from the storm drain system immediately.
- D. Contaminated Soil Management
- 1. On all projects involving grading or excavation, you must look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil will only be required if directed by the Engineer. You must follow section D.2 and D.3 below, if contamination is found.
 - 2. If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations must be tested. The soil must be managed as required by the Napa County Environmental Health Department or other agency.
 - 3. If the project is found to be within an area of soil contamination not identified by the City in the project specifications, a change order will be negotiated to cover additional work performed by you pursuant to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.
- E. 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.
- F. Earthwork - You must maximize the control of erosion and sediment by using the BMPs for erosion and sedimentation in the latest edition of the *California Storm Water Best Management Practice Handbook – Construction Activity*.

G. Striping, Pavement Markings, and Pavement Markers Removal and Installation

1. You must conform to the provisions of the sub-section titled "A. Non hazardous Material/Waste Management," of this "Water Pollution Control" section.

MEASUREMENT AND PAYMENT – The contract lump sum price for Water Pollution Control includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, including the preparation and maintenance of a Erosion and Sediment Control Plan, 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.

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.
5. A traffic control plan per the section titled "Maintaining Traffic" of these Special Provisions

10-1.04 COORDINATION WITH OTHER ENTITIES

Attention is directed to Sections 5-1.20, "Coordination with Other Entities", 5-1.36D, "Nonhighway Facilities," of the Standard Specifications Attention is directed to the section titled "Maintaining Traffic" of these Special Provisions regarding resident access to and from private property.

10-1.05 OBSTRUCTIONS

Attention is directed to Section 5-1.36D, "Nonhighway Facilities" and Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six inches (6") in diameter or pipelines operating at pressures greater than sixty (60) pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

You must notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600

10-1.06 MOBILIZATION

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

10-1.07 TEMPORARY TRAFFIC CONTROL

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required must conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices must be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizes.

If requested by the Engineer, you must provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification must be provided by the manufacturer or you and must include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. You may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 must be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm>.

If requested by the Engineer, you must provide a written list of Category 2 devices to be used on the project at least five (5) days prior to beginning any work using the devices. For each type of device, the list must indicate the FHWA acceptance letter number and the name of the manufacturer.

10-1.08 CONSTRUCTION AREA SIGNS

Construction area signs must be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the section titled, "Temporary Traffic Control," of these Special Provisions.

Attention is directed to the section titled, "Prequalified and Tested Signing and Delineation Materials," of these Special Provisions. Type II retroreflective sheeting must not be used on construction area sign panels.

You must notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600

Excavations required to install construction area signs must be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these Special Provisions.

You may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public must be immediately covered, removed, or the information must be corrected. Covers for construction area signs must be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs must not be visible either during the day or at night. Covers must be fastened securely so that the signs remain covered during inclement weather. Covers must be replaced when they no longer cover the signs properly.

You must notify residents and property owners in writing forty-eight (48) hours (excluding weekends and holidays) prior to performing any work at the site.

The notification form to be provided to residents and property owners must be submitted to the City for review and approval. Attention is directed to the section titled "Submittals," of these Special Provisions. Street parking may be restricted as necessary to facilitate construction activity. "No Parking" signs, as required, must be placed by you forty-eight (48) hours in advance of the parking restriction. "No Parking" signs must have the following information:

- "Tow Away, No Parking
- Date of Restriction
- Time of Restriction
- Construction Zone
- "Vehicles in Violation Subject to Tow at Owner's Expense"
- "Napa Police Department: 707-257-9223"
- CVC 22658 (1); CVC 22651 (L)

"No Parking" signs must have red letters on a white background. "No Parking" signs must be spaced no more than thirty (30) feet apart. The City can provide "No Parking" signs at your request. You will not be allowed to restrict parking in all areas of the project for the entire duration of the project to facilitate their work. The placement of "No Parking" signs must be conducted in a manner that reasonably reflects the location of the work at any given time during the project.

You must maintain or update information contained on the signs on a daily basis.

The cost of furnishing, installing, maintaining and removing signs, sign covers, lights, flares, temporary railing, barricades, flagmen, guards and all construction area traffic control devices will be borne by you.

10-1.09 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience" and 12-4, "Maintaining Traffic," of the Standard Specifications and the section titled, "Public Safety," of these Special Provisions. Nothing in these Special Provisions will be construed as relieving you from the responsibilities specified in the Standard Specifications.

You must furnish and erect Standard W20-1 "Road Work Ahead" and Standard G20-2 "End Road Work" signs to provide advance warning to the traffic at the job site. W20-1 and G20-2 signs must also be installed along all side streets entering the work area. You must submit a traffic control plan that includes the exact locations of the signs.

Prior to saw cutting of existing curb, gutter, sidewalk, driveway, and asphalt concrete for removal and up to the time the new improvements are opened to the public, You must erect and maintain necessary signs and barricades as required in these Special Provisions.

Lane closures must conform to the provisions in section "Traffic Control System for Lane Closure" of these Special Provisions. The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system. Bicycle traffic must be maintained per these Special Provisions.

No work that would require a lane closure will be performed unless otherwise approved by the Engineer. Lane closures must conform to the provisions in section "Traffic Control System for Lane Closure" of these Special Provisions. The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system. Bicycle traffic must be maintained per these Special Provisions.

You must provide for the safe and orderly movement of traffic at all times during construction. On all streets, one (1) lane in each direction must be maintained at all times. Temporary street closures or providing only one (1) lane for both directions may be approved by the Engineer provided adequate circulation is maintained and/or adequate flagmen and signage satisfactory. Any lane closures must be limited to the hours of 9:00 AM to 3:00 PM unless approved by the Engineer.

No street closures will be allowed unless directed by the Engineer. If you desire a street closure, you must submit a written request, accompanied with a traffic control plan, to the Engineer for review and approval. The request must state the reason, locations, and times for the closure, and must be submitted a minimum of five (5) working days prior to the request.

The Engineer will approve or deny the request within three (3) working days after the receipt of the request. If the street closure request is approved, then you must notify the Police and Fire Department of the City, the Division of Forestry, local ambulance services, the V.I.N.E. Bus Service, Napa Garbage Service, Napa Valley Unified School District Transportation Department, and the U.S. Post Office in writing, forty-eight (48) hours in advance of all **lane/street** closures and keep the Fire Department posted at all times regarding available access to the streets. You must also notify United Parcel Service (UPS), Federal Express, and other mail delivery services of planned **lane/street** closures and the current schedule.

No vehicular detours will be allowed. Pedestrian detours, if required, must be clearly signed and included on the traffic control plans supplied by you.

No street closures will be allowed overnight.

Access for emergency vehicles must be provided for at all times. Any repairs due to damage caused by emergency vehicle usage during the periods of street closure must be paid for as extra work.

You must furnish, install, maintain, and remove barricades, lights and signs as required, and must provide flagmen and other facilities to safeguard adequately the general public, local pedestrian and vehicle traffic, and the work as may be deemed necessary by the Engineer during working and non-working hours. You must furnish, maintain, and install **four (4) changeable message signs** for use on the project at a minimum. The signs must be placed at locations designated by the Engineer and relocated at the Engineer's discretion at no additional cost to the City.

Traffic signs, flashing lights, lighted arrow boards, barricades, temporary railings, and other traffic safety devices used to control traffic must conform to the requirements of the section titled, "Temporary Traffic Control," of these Special Provisions and the current edition of the Manual of Uniform Traffic Control Devices (including the California Supplement). Flashing lights must be provided on each barricade. You must inspect all safety devices at the beginning of each work day.

You must take extra care to minimize disruption to the adjacent residences/businesses during the progress of work. You must provide access to all residences and/or businesses at all times during the progress of the work. It may be necessary for you to provide and place steel plating in order to provide access for vehicular traffic. You must phase the work to ensure that access to each residence and business is provided at all times. Commercial driveways must be provided with at least ten (10) feet wide of unobstructed opening at all times, except as outlined below.

Subject to the notification of property owners and approved in advance by the Engineer in writing, temporary closure of driveways may be allowed per these Special Provisions. However, unless a driveway is being reconstructed, a driveway must not remain closed outside of the hours of work as specified in the section titled, "Working Days and Hours of Work," of these Special Provisions unless otherwise authorized by the Engineer. If a property has more than one (1) driveway, no more than one (1) driveway closure will be allowed at any time unless otherwise approved by the Engineer. In the case of driveway reconstruction, a driveway must not remain closed or inaccessible for more than five (5) continuous working days (beginning on a Monday), to allow for demolition, preparation, PCC installation and, unless otherwise authorized by the Engineer. Prior to closure of driveways, you must coordinate and notify the property owner or resident at least twice of such closure. Closure notices must be given to the property owner and/or resident twenty-four (24) hours **and** one (1) hour prior to each closure. A copy of the closure notice must be furnished to the Engineer for review and approval prior to each closure.

You must file, with the Engineer and Police Department, the name and telephone number of his representative (provide minimum two contacts) to be notified after normal working hours and on weekends, in case of emergency. This information must be provided at the preconstruction conference. If a preconstruction conference is not held, it must be provided to the Engineer prior to the start of work.

You must submit, prior to or at the preconstruction conference, a traffic control plan which conforms to all requirements of the Standard Specifications these Special Provisions. This plan must include all lane closures, construction area signs, flag protection, changeable message signs, detours, and parking prohibitions. Traffic control plans must conform to the most current edition of the "California Manual on Uniform Traffic Control Devices for Streets and Highways". No work will commence prior to the submittal and approval of a satisfactory traffic control plan. A traffic control plan will not be deemed satisfactory unless it conforms to the requirements of the aforementioned manual. More than one traffic control plan may be required for different phases of the work, and each traffic control plan must conform to the requirements of these Special Provisions and the Standard Specifications.

At the end of each working day, if a difference in excess of 0.17-foot exists between the elevation of the existing pavement and the elevation of any excavation within eight (8) feet of the traveled way, material must be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose. The material must be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. In the case of PCC curb ramps, there must be no difference between the elevation of the existing bottom of ramp and the elevation of the existing pavement; ADA compliance must be maintained for areas open to the public.

10-1.10 LANE CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures, if approved by the Engineer, must conform to the provisions in the section titled, "Maintaining Traffic," of these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

LANE CLOSURE SCHEDULE

By noon Monday, you must submit a written schedule of planned closures accompanied with a Traffic Control Plan for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule must show the locations and times when the proposed closures are to be in effect. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will

be returned for correction and resubmittal. You will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, must be submitted to the Engineer, in writing, at least three (3) working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

No lane closures will be allowed overnight.

10-1.11 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system for lane closures, if approved by the Engineer, will consist of closing traffic lanes and the provision of traffic detours, including but not limited to, furnishing, installing, maintaining and removal (when no longer required) of traffic control devices in accordance with the provisions of Section 12-5, "Traffic Control System for Lane Closure," and the sections titled "Prequalified and Tested Signing and Delineation Materials", "Maintaining Traffic", and "Construction Area Signs," of the Standard Specifications and these Special Provisions.

The provisions in this section will not relieve you from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in the section titled "Public Safety," of these Special Provisions.

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

The cost of furnishing, installing, maintaining and removing signs, sign covers, lights, flares, temporary railing, barricades, flagmen, guards and all construction area traffic control devices will be borne by you.

10-1.12 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation must be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-8, "Temporary Pavement Delineation," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions will be construed as reducing the minimum standards specified in the California Manual on Uniform Traffic Control Devices for Streets and Highways published by the Department or as relieving you from the responsibilities specified in section titled "Public Safety," of these Special Provisions. Under this section, pavement delineation must also include pavement legends and crosswalks.

Whenever the work causes obliteration of pavement delineation, or when no pavement delineation existed prior to your operations but said operations alter the typical pattern of traffic , temporary or permanent pavement delineation must be in place prior to opening the traveled way to public traffic. Lane line, centerline, and crosswalk pavement delineation must be provided at all times for traveled ways open to public traffic. You must provide for pavement delineation when traffic is allowed on aggregate base.

The temporary reflective pavement markers must be placed in conformance with the manufacturer's instructions and must be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive must not be used to place the pavement markers in areas where removal of the pavement markers will be required. For temporary pavement delineation of stop bars and crosswalks, you must use reflective striping tape only.

10-1.13 CONSTRUCTION WATER

Construction Water and applying watering must conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Special Provisions.

Water required for the project must be taken through a hydrant meter supplied by the City. The backflow device provided with the hydrant meter must remain attached immediately behind the water meter with no

exception. No direct connections to fire hydrants, use of unmetered water services, or unauthorized connections to the existing water system will be allowed.

You are responsible for paying the deposit and fee and all quantity charges associated with the use of the hydrant meter and backflow device. Fees are to be paid at the City of Napa's Finance Department in City Hall at 955 School Street in Napa with the copy of the Construction Water Request Form.

You are fully responsible for protecting the meter, backflow device, and hydrant serving the hydrant meter from damages. Your deposit will not be returned if the equipment is lost, damaged, or stolen, and you will be required to obtain a new working hydrant meter from the City with payment of a new deposit.

You may not relocate a hydrant meter and backflow device. You must contact the City's Corporation Yard at 707-257-9544 for hydrant meter relocation requests. You will be billed for each meter relocation. You must additionally contact the City's Corporation Yard when they are finished with the hydrant meter and want to close the account. Upon return of the hydrant meter and backflow device in good working order and undamaged, \$1,750 will be refunded to you. Any repairs or damages to the hydrant meter and/or backflow device will be deducted from the refund.

The current fees for construction water as of October 1, 2015, are as follows:

Connection Charges

Hydrant Meter Deposit	\$1,750.00
Hydrant Meter Set Fee (non-refundable)	\$140.00
Moving Meter within Project	\$173.00

Construction Water Rates

Each 1,000 gallons	\$8.23
Per day service charge (2-day minimum)	\$10.00
Per week (7 days) service charge	\$50.00

Meter will be set within two (2) working days of receipt of payment.

10-1.14 FINISHING WORK

Finishing Work must conform to the requirements of Section 22, "Finish Roadway," of the Standard Specifications and these Special Provisions.

Topsoil for filling and conform grading between the curb and sidewalk and filling, conform grading, and shaping behind the curb, sidewalk, and within the project area must be in conformance with Section 21-1.02D, "Topsoil," of the Standard Specifications and Section 4.02.06, "Landscaping Materials," of the City Standard Specifications and these Special Provisions. Graded surfaces must not contain slopes greater than 2:1.

You must test all repaired and/or replaced irrigation systems. Once complete, you must demonstrate to the Engineer that the repaired and/or replaced facilities operate properly.

Cleanup of the roadway of all construction debris at the end of each workday must be included as part of this section.

10-2 EARTHWORK AND STREETS

10-2.01 DUST CONTROL

Attention is directed to Section 14-9.03, "Dust Control," of the Standard Specifications and the section titled "Water Pollution Control," of these Special Provisions.

You must be familiar with and comply with all monitoring, reporting, notifications, and control requirements of agencies having jurisdiction over air quality.

You must prevent the formation of an airborne dust nuisance by watering work areas as required until the project is completed and accepted. The amount of water used must not be excessive to cause soil carry-over or wash-off outside the boundaries of the working area. If soil wash-off occurs, you must immediately notify the Engineer and identify the area where wash-off occurred. You must provide polyethylene sheeting to place underneath and over any stockpiled soil, unless otherwise directed by the Engineer. The stockpile must be covered daily after completion of work. The sheeting must be adequately weighted or secured to keep the sheeting in place during non-work periods.

10-2.02 CLEARING, GRUBBING, AND LANDSCAPE RESTORATION

Attention is directed to Section 16, "Clearing and Grubbing," of the Standard Specifications and the sections titled, "Preservation of Property", "Irrigation", and "Tree Removal", of these Special Provisions.

Vegetation must be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation will be limited to five (5) feet outside the physical limits of the bridge or structure.

Activities controlled by you, except cleanup or other required work, must be confined within the graded areas of the roadway.

Clearing and grubbing includes the removal and disposal of all vegetation, objectionable material including vines, logs, upturned stumps, downed trees, concrete, masonry, loose rocks and debris, and other items within the construction areas in order to perform the work. Within the limits of clearing, the areas below the natural ground surface must be grubbed to a depth necessary to remove all roots, buried logs and all other objectionable material. In areas where PCC will be placed, objectionable material must be removed to firm undisturbed mineral soil only.

Landscape restoration includes the removal, relocation, replacement, height adjustment, and disposal of landscaping and irrigation equipment within the construction areas, as shown on the plans and as directed by the Engineer. You must salvage (reuse or return items to the property owner) existing landscaping materials, including turf, to the greatest extent possible.

All existing vegetation, highway facilities, and private property that have not been identified for removal or relocation, must be protected from injury or damage. In the event that existing vegetation and/or facilities to remain are damaged by your operations, you must replace the damaged items in kind and to the satisfaction of the property owner and the Engineer. Such items may include, but are not limited to, the reconnection of landscape electrical and/or irrigation to function as did prior to your operations.

Tree branches extending from private property over the public right of way must only be removed per the Engineer's direction. Trees to be removed less than six inches (6") DBH (Diameter at Breast Height), as marked by the Engineer, will be included in this section. Tree diameters are measured at approximately 4.5 feet above existing grade, further described as DBH.

Construction and/or demolition debris, including but not limited to: vegetative matter, trees, roots, chips, etc., must be hauled off site and disposed of by you at the end of each workday.

Nothing herein will be construed as relieving you of your responsibility for final cleanup of the highway. Attention is directed to the section titled, "Finishing Work," of these Special Provisions.

Vegetable growth from clearing and grubbing operations may be disposed of in embankments in conformance with the provisions in the section titled, "Earthwork," of these Special Provisions.

10-2.03 EARTHWORK

Attention is directed to Section 19, "Earthwork," of the Standard Specifications and the section titled "Existing Facilities" and "Finishing Work," of these Special Provisions.

Upon the Engineer's approval of the subgrade, placement of the aggregate base material may proceed.

Attention is directed to the section titled, "Disposal of Material," of these Special Provisions. All surplus excavated material will become your property and must be disposed of accordingly.

10-2.04 EXISTING FACILITIES

Attention is directed to Section 15, "Existing Facilities," of the Standard Specifications.

10-2.05 POTHOLING

Attention is directed to the current edition of the USA North's California Excavation Manual, and the sections titled, "Property and Facility Preservation" and "Order of Work," of these Special Provisions.

At your option, potholing must be either performed by hand digging or by vacuum excavation.

Hand digging will be performed by excavating a pothole by manual means with hand held, non-mechanical equipment such as a shovel or hand auger.

Vacuum excavation will consist of air or water pressure to break up the soil and a vacuum device to collect the spoils. You must determine if air or water vacuum excavation will be used dependent upon specific site and environment characteristics. Soil type such as a heavy clay may require water vacuum excavation. Air vacuum excavators must be utilized if mud from water vacuum excavators cannot be disposed of properly. Air vacuum excavators must be used if damage to utilities, such as cutting through cables, will occur with the use of water vacuum excavators. USA North and all facility owners must be notified prior to start of work if vacuum excavation method is to be used.

1. Air: Air vacuum excavators must utilize a high velocity air stream to penetrate, expand, and break up the soil. The loosened particles of soil and rock must be removed from the excavation through the use of a vacuum.
2. Water: Water vacuum excavation systems must excavate the pothole using high pressure water to reduce and loosen the soil. The wet soil and mud slurry must be removed to a spoil tank using a vacuum.

You must notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444
	1-800-227-2600

Potholes must be sawcut round with a maximum size of twelve (12) inches in diameter unless otherwise directed by the Engineer

The construction drawings must be compared to locate paint marks to determine if all existing utilities shown on the drawings have been identified in the field. If the drawings and located paint marks do not match, additional potholing must be completed to determine accurate locations.

If the locate paint marks have improperly designated the location of a facility, and the facility is exposed during potholing, the facility owner and the Engineer must be notified. The entity that exposed the facility must document the horizontal and vertical location of the facility and communicate the information to the facility owner. If a utility cannot be located through potholing used in conjunction with construction drawings and locate marks, the facility owner and the Engineer must be contacted.

Conditions requiring potholing:

1. Open-Cut and Roadway Excavations: Potholing must be completed to expose existing utilities, including mains and service lines, when open cut excavations are within tolerance zone of the marked utility. The tolerance zone, also known as the "approximate

location”, is a strip of land equal to the width of the underground utility plus twenty-four (24) inches on each side.

2. Trenchless Installation Methods: For trenchless operations with a bore path that parallels a utility (mains and service lines) within three (3) feet, potholing must be completed at the beginning and the end of each bore and every fifty (50) feet along the route. For trenchless operations with a bore path that parallels a utility (mains and service lines) within five (5) feet, potholing is required at the beginning and end of the bore and every two hundred (200) feet along the route. Potholing must be completed for all utilities, mains, and service lines) crossing the path of trenchless operations.
3. Congested Utilities: In congested areas having several facilities in close proximity and/or are crossing each other, locations have greater potential to be less accurate. Potholing must be utilized for excavations near congested utility areas.

Facilities exposed during potholing must be protected throughout the project. Utilities that are rendered unsupported due to potholing must be temporarily supported by shoring or other means. The utility must be protected from heavy and sharp items falling into the excavation that could damage or cut the facility.

Potholes must be restored by the end of the work day after the utility has been located, or as otherwise directed by the Engineer. Potholes must be backfilled with a slurry cement backfill conforming to Sections 19-3.02D and 19-3.03F, “Slurry Cement Backfill,” of the Standard Specifications, unless otherwise directed by the Engineer. All potholes located in asphalt concrete must have the edges tack oiled and permanently paved to match the existing asphalt concrete thickness (minimum 4”). Attention is directed to the sections titled, “Hot Mix Asphalt (HMA),” of these Special Provisions. The repair of potholes in concrete driveways and sidewalks require the removal and replacement of the concrete to score lines unless otherwise approved by the City. Attention is directed to the section titled, “Miscellaneous Concrete Construction,” of these Special Provisions.

10-2.06 REMOVAL OF PAVEMENT MARKERS

Attention is directed to the Section 15-2.02D, “Remove Pavement Markers,” of the Standard Specifications and the section titled “Water Pollution Control,” of these Special Provisions.

All existing pavement markers, when no longer required for traffic lane delineation, must be removed to the limits as shown on the plans or as directed by the Engineer, and properly disposed of. The pavement markers must be maintained, as long as practical, until the removal is scheduled. Adequate lane markings and traffic control must be provided at all times.

Nothing in these Special Provisions will relieve you from your responsibilities as provided in the section titled, “Public Safety,” of these Special Provisions.

All debris generated from this activity must be hauled off-site at the end of each work day.

10-2.07 CONCRETE REMOVAL

Attention is directed to Section 15-3, “Concrete Removal” and the section titled, “PCC Curb Ramp,” of the Standard Specifications and these Special Provisions.

Work associated with concrete removal includes the removal and disposal of all concrete including curb, gutter, driveway, sidewalk, cross gutter, asphalt concrete, and other PCC to the subgrade depth as shown in the plans and as directed by the Engineer. It is your responsibility to take appropriate care to locate/pothole existing utilities. Utilities as represented on the plans are approximate in horizontal location and unknown in vertical depth. Attention is directed to the section titled, “Potholing,” of these Special Provisions.

The Engineer will mark out the limits of the concrete to be removed and replaced.

Concrete removed must be disposed of outside the highway right-of-way in conformance with the section titled, “Disposal of Material,” of these Special Provisions. Said material must be hauled off-site by the end of each workday.

The planter strip, between curb and sidewalk, may have homeowner improvements; such as irrigation, concrete flatwork, masonry work, mailboxes, and/or landscaping (i.e. decorative rock, brick, ground cover, etc.). You must protect these improvements in place unless otherwise directed by the Engineer. Concrete flatwork must be disposed of by you and masonry work must be salvaged and given to the homeowner. When these improvements physically conflict with the work, you will be responsible for the removal and replacement of the improvements in kind, including mailbox, unless otherwise directed by the Engineer. You must notify the Engineer in the event that these improvements will need to be removed.

Where removal and replacement of mailboxes is shown on the plans, you must remove said mailbox just prior to concrete removal. You must provide a new mailbox in kind and install immediately following the concrete removal. The new mailbox must be installed 1-½ feet behind the proposed back of sidewalk and per USPS standard DO41 and the manufactures recommendation.

To protect all parties' interests, you must work with the homeowner to test all irrigation systems, in the presence of the property owner and/or the Engineer, prior to beginning demolition. If the homeowner is not available for the testing, you must receive a verbal confirmation from the property owner on the working state of the irrigation. You are responsible to maintain the integrity of private property. You will be responsible to replace any damaged landscaping or irrigation on private property and within the public right-of-way.

Utility identification symbols, typically "S" for sanitary sewer and/or "W" for water, may exist on some curbs. You must reference mark these symbols prior to removal of the curb and gutter, and stamp a new symbol at the location of the original symbol or the where the utility line has been identified. New symbol must be stamped where the underlying utilities are identified, 1/8" minimum depth, into the curing PCC, of a plain font that is easily read with a letter height of approximately 3" placed on top and face of curb.

Where curb, gutter, curb ramp, and cross gutter are to be removed, the adjacent asphalt concrete must be sawcut to a neat line and the entire section width must also be removed to the subgrade depth as shown on the plans. If no dimensions are shown on the plans or the limits are not marked out by the Engineer, the adjacent asphalt concrete must be sawcut to a neat line at a minimum of two (2) feet from the existing gutter lip of either the curb and gutter or the cross gutter, and/or the edge of existing asphalt pavement, and the entire section removed to the subgrade depth as shown on the plans. The street section being removed for curb and gutter replacement must be replaced with a new **eight inch (8") or eleven inch (11") or thirteen inch (13")** hot mix asphalt concrete section. HMA must be placed and paid for in accordance with the sections titled, "Hot Mix Asphalt (HMA)," of these Special Provisions.

Any portion of existing improvements that is damaged by your operations beyond the limits of removal, as shown on the plans, as marked by the Engineer, or as specified in the Standard Specifications and/or Special Provisions must be replaced by you at no cost to the City.

Existing curb, gutter, driveway, sidewalk, curb ramp, cross gutter, and asphalt pavement must be cut to a minimum depth of 0.17 foot with an abrasive type saw at the first score line at or beyond the conformation line and the entire section must be removed. If there are no score lines or as directed by the Engineer, the existing concrete improvement must be sawcut at the conformation line. You must drill holes in the existing concrete improvements for rebar dowels as shown on the plans. Said holes must be perpendicular to the sawcut line, centered in the sidewalk, and sized to accommodate dowels. The new concrete improvements must join and be flush with the existing concrete at the sawcut line with rebar dowels and expansion joint filler as shown on the plans.

10-2.08 HOT MIX ASPHALT (HMA)

GENERAL

Attention is directed to "Maintaining Traffic", "Construction Staking" and "Hot Mix Asphalt Concrete Plug" of these Special Provisions.

Work to be performed under this Section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to construct HMA including "1" Type A 3/8" HMA Leveling Course", "2" Type A ½"

HMA Overlay”, “2” HMA Dike (Type E)”, “4” HMA Dike (Type E)”, “3” Type A ½” HMA Plug”, “4” Type A ½” HMA Plug” and “6” Type A ½” HMA Plug”.

All HMA materials and workmanship as described in this section shall conform to the State of California, Department of Transportation (Caltrans), Standard Specifications Section 39, 92 and 94 dated June 2010; these Special Provisions; and the plans and typical sections. The June 2010 Caltrans Standard Specifications are available on the Caltrans Website.

MATERIALS

Mix Types

The materials production for both 3/8” and 1/2” HMA shall be per the Standard Construction Process of the Standard Specifications.

The HMA must be 1/2 inch Type A HMA for the overlay and asphalt concrete plugs. The HMA shall be 3/8 inch Type A HMA for the leveling course and dikes. In addition to the Aggregate Quality requirements indicated in the table in Section 39-1.02E Aggregate, the Durability Index for all HMA aggregates shall be a minimum of 35. The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index test is performed.

Binder Type

For dikes, asphalt binder to be mixed with aggregate shall be grade PG 70-10. For all other asphalt items, asphalt binder to be mixed with aggregate shall be grade PG 64-16.

The Contractor shall submit mix designs for all asphalt concrete to be used on the project.

Tack Coat

Tack coat must be utilized and will be emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h and shall conform to Section 94, ‘Asphaltic Emulsions’, of the Standard Specifications.

Contractor-Supplied Job Mix Formula (JMF)

You must supply JMF information on Forms CEM 3511, 3512 and 3513. If the mix has not been verified, the Contractor shall pay for the cost of the Engineer to perform verification testing.

Delivery Tickets

Each delivery ticket shall include information on the material type, binder type, oil content, and the mix design number. Material delivered to the project without such annotations shall be subject to rejection. Only original delivery tickets (no photocopies) shall be delivered to the Engineer on a daily basis.

CONSTRUCTION

General

The 3/8” HMA leveling course must be placed using the Method Construction Process.

The 1/2” HMA overlay course must be placed using the Standard Construction Process.

Surface Preparation

The work must consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic and painted traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. The removal of existing markers, striping and pavement markings shall conform to the sections titled “Removal of Pavement Markers” and “Removal of Traffic Stripes and Pavement Markings” of these special provisions.

Prime Coat

No prime coat is required.

Tack Coat

[Insert **Project Name and No.**]

Tack coat must be applied to all existing asphalt concrete or Portland cement concrete surface to be paved over. The tack coat must conform to the requirements in Section 39 of the Standard Specifications. A heavy tack coat in the range of 0.04 to 0.07 gal/sy residual asphalt must be installed over the existing asphalt pavement horizontal surface prior to installing the leveling course. All vertical edges to be paved against must be tack coated. These include, but are not limited to, gutter lips, gutter edges, and HMA edges.

Cold Joints

All cold joints, both longitudinal and transverse, must be heated with a torch immediately prior to paving. Cold joints include previously installed asphalt passes that are more than three hours old. All cold joints shall be tack coated.

Daily Paving Completion

You must schedule his paving operations such that each layer of HMA is placed across the entire roadway at the end of each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes must not be greater than 10 feet nor less than 5 feet. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Layout

You must layout and mark the location of the edges of the paving passes of the surface course to match the layout of the lane lines. The layout must be made at least 24 hours prior to paving. The layout must be approved by the Engineer prior to paving. If the striping is to remain unchanged, the edges of the paving passes must conform to existing lane edges.

In all cases where practical, each vehicle lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be hotlapped immediately after the shoulder paving.

For paving which incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments (grade break as screed) shall be within twelve inches of the actual quarterpoint or gradebreak.

You must take sufficient measurements during laydown to assure that the full design asphalt concrete layer depth is provided at each quarterpoint, gradebreak, and transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new asphalt concrete from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area must be fifty feet.

Tolerances

The finished asphalt concrete surface must be 1/4 inch (0.02 feet or 6 mm) above, the gutter lips. The finished pavement surface must not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project. For total pavement thicknesses of less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified. For total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

The contractor is responsible for verifying the anticipated tonnage for each street segment using the data from the JMFs for the mix to be used at least 10 days prior to paving. If the anticipated quantity varies more than +/-5% from that indicated in the bid schedule, the Contractor shall notify the Engineer in writing of the discrepancy and provide computations regarding tonnage. When determining quantities, the Contractor's attention is directed to those locations on the plans where the HMA overlay is thickened at the east edge and varies in depth as required to form drainage swales that direct stormwater runoff across driveways and toward the varies existing drop inlets.

Rolling and Compaction

Field density acceptance testing shall be accomplished using the nuclear gauge except as noted otherwise in these Special Provisions.

Temperature conditions for surface and atmospheric conditions as well as temperatures for rolling for unmodified binders indicated in Section 39-3.04 shall apply to the work.

Breakdown rolling must commence when the asphalt concrete is placed. Rolling must be accomplished with the drive wheel forward and with the advance and return passes in the same line.

In lieu of the core testing indicated in the specifications referenced above, the following shall apply:

The compaction shall be computed for each lot, with a maximum lot size of 500 tons. Each street segment of less than 500 tons shall be its own unique lot. Core density/nuclear gauge shall be done per CTM 375, 'Determining the In-Place Density and Relative Compaction of Asphalt Concrete Pavement'. The average asphalt concrete density of each lot shall be between 92.0% and 96.0% of Maximum Theoretical Density. Individual test sites shall be between 91.0% and 97.0% of Maximum Theoretical Density. Core/nuclear densities shall be taken at a rate of no fewer than one per 50 tons of mix. If compaction fails by nuclear methods, then core density/nuclear gauge correlation and/or core densities shall be used to establish compaction.

If requested by the Contractor to verify nuclear densities by coring, the contractor shall perform the coring at no cost to the Engineer. The Engineer will randomly locate core locations and test cores for density at no cost to the Contractor. Coring will be performed on a lot by lot basis as requested by the Contractor. The Contractor shall backfill the core holes with HMA temperatures above 250°F. The HMA shall be firmly tamped in place in lifts not to exceed 3 inches. Tamping shall consist of a minimum of 20 blows with a ten pound minimum weight bar with an approximate 2 inch diameter head or by a suitable head attached to a demolition hammer or pneumatic hammer. The finished surface shall be flush with the adjacent pavement surface.

Compaction failing to meet the above criteria shall be subject to the payment reductions indicated in Section 39-2.03, "Reduced Payment Factors for percent of Maximum Theoretical Density and the payment shall apply to each 500 ton lot: The deductions shall be based on the average of the lot and/or reductions for individual test locations

The table for deductions indicated in the referenced Caltrans Section 39-2.03A "Testing" shall apply to individual cores. The following table shall apply to deductions for average compaction of a lot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	96.0	0.0000
91.9	0.0125	96.1	0.0125
91.8	0.0250	96.2	0.0250
91.7	0.0375	96.3	0.0375
91.6	0.0500	96.4	0.0500
91.5	0.0625	96.5	0.0625
91.4	0.0750	96.6	0.0750

91.3	0.0875	96.7	0.0875
91.2	0.1000	96.8	0.1000
91.1	0.1125	96.9	0.1125
91.0	0.1250	97.0	0.1250
90.9	0.1375	97.1	0.1375
90.8	0.1500	97.2	0.1500
90.7	0.1625	97.3	0.1625
90.6	0.1750	97.4	0.1750
90.5	0.1875	97.5	0.1875
90.4	0.2000	97.6	0.2000
90.3	0.2125	97.7	0.2125
90.2	0.2250	97.8	0.2250
90.1	0.2375	97.9	0.2375
90.0	0.2500	98.0	0.2500
< 90.0	Remove and Replace	> 98.0	Remove and Replace

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

Smoothness

The HMA placed on the leveling course shall conform to the requirements of Section 39-1.12 with the exception that the PI_o requirements shall not apply. However, the final profilograph data shall be submitted to the Engineer. Must grinds will be determined by the profilograph on the vehicle travel lanes of the roadway and be straightedge for shoulders and all pavement conforms on side streets. The straightedge requirement does not apply where there is a designated gradebreak due to cold planing.

10-2.09 ASPHALT CONCRETE PLUG

Attention is directed to the section titled "Hot Mix Asphalt (HMA)", "Cold Plane Asphalt Concrete", and "Maintaining Traffic," of these Special Provisions.

All existing material within the limits of the "3" Type A 1/2" HMA Plug", "4" Type A 1/2" HMA Plug" and "6" Type A 1/2" HMA Plug" areas shall be excavated down from the existing surface to the proposed subgrade and removed, as shown on the plans and as directed by the Engineer. Asphalt concrete plugs shall consist of Type A, 1/2" maximum grade hot mix asphalt concrete as defined in the section titled "Hot Mix Asphalt Concrete (HMA)" of these Special Provisions.

The Engineer, accompanied by the Contractor, shall mark the exact limits and record the dimensions of the six inch (6") asphalt concrete plugging to be removed and replaced. Unless otherwise authorized by the Engineer, any additional area removed and replaced beyond the limits as marked shall not be

measured nor paid for. The Contractor and Engineer shall agree on the limits and area prior to the start of the removal. Once the work is completed, the Contractor shall provide the City with the final quantity of removal. The limits of the three inch (3") and four inch (4") asphalt concrete plugs and associated removal shall be as indicated on the plans.

You must be aware that the limits of the asphalt concrete plug areas of removal are various in width and length and may or may not be consistent with the width of the grinder. The City will not be responsible for your error in removing material beyond the limits of the areas as marked in the field. All extra road sections removed beyond the limits marked are at the expense of the Contractor.

The outline of the asphalt concrete to be removed shall be cut to a neat, straight, clean vertical edge with square corners using a power-driven saw and removing the surfacing for a minimum depth of two (2) inches. If a grinder is used to excavate the asphalt concrete plug areas, the vertical edges perpendicular to the flow of traffic shall be prepared to a smooth vertical edge, full depth, after completion of excavation.

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to or removal of surfacing which is to remain in place shall be repaired/replaced in accordance with the requirements of this Section. Surfacing and base material removed for the Contractor's convenience shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials must be disposed of outside the highway right of way in conformance with the section titled, "Disposal of Material," of these Special Provisions.

After removing the surfacing and base to the required uniform depth, the undisturbed material at the base of the excavation shall be compacted to 95 percent relative compaction. Compaction shall consist of three passes on the subgrade material using the same compaction equipment that will be used for the placement of asphalt concrete plug material, or an alternative method approved by the Engineer. The subgrade material must be proof-rolled in the presence of and approved by the Engineer prior to the placement of any asphalt concrete. If the subgrade material, in the opinion of the Engineer, is unsuitable the Engineer may direct the Contractor to remediate the subgrade as extra work pursuant to Section 4-1.05, "Charges and Extra Work," of the Standard Specifications. Areas of base material which are low as a result of over excavation not ordered by the Engineer shall be filled, at the Contractor's expense, with asphalt concrete conforming to the section titled "Hot Mix Asphalt (HMA)," of these Special Provisions.

After approval of the subgrade material by the Engineer, the Contractor shall prime horizontal and vertical surfaces with tack coat. Tack coat shall be applied to all horizontal and vertical edges of the repair area in accordance with the section titled "Hot Mix Asphalt (HMA)" of these Special Provisions.

Lift thicknesses of asphalt concrete shall conform to the Section 39-6.01 of the Standard Specifications, unless otherwise specified by the Engineer.

All debris generated from this activity shall be hauled off-site at the end of each work day.

10-2.10 ADJUST FRAMES AND COVERS TO GRADE

You must adjust frames, covers, and boxes, including sanitary sewer storm drain manholes, water valve boxes, and monument boxes, and must conform to the detail shown on the plans.

You must submit to the Engineer a tie-out plan identifying all facilities to be adjusted after paving operations. The plan must identify all dimensions for the tie-outs and must be submitted at least seventy-two (72) hours prior to lowering the facilities or any grinding of the existing asphalt concrete, whichever operations is scheduled first.

Attention is directed to the section titled "Miscellaneous Concrete Construction" of these Special Provisions. Concrete used to raise frames, covers and boxes must be constructed of seven (7) sack, 5,000 psi, class-High Early Manhole, Shamrock Materials mix number 9170GG, or equal as approved by the Engineer, conforming to the provision of Section 90, "Concrete," of the Standard Specifications. Maximum aggregate size must be ¾". You must remove the existing asphalt pavement around each utility frame to the dimensions specified on the plans.

A circular opening must be cut around the appurtenance using a method that provides a smooth edged radius; jack hammering of the surface asphalt concrete is not permitted. You must exercise care in

removing the asphalt concrete and base material. The asphalt concrete must be removed during the iron raising process so that the edge of the asphalt concrete is not raised up. You will be responsible for maintaining the integrity of and access to, the existing facilities below grade and the covers being raised. You must take special care when raising monument covers so that survey monuments are not disturbed.

You must clean out all manholes, drain inlets, meter boxes and valve boxes of mud, dirt and debris.

Prior to the adjustment of sanitary sewer manholes, you must contact the Napa Sanitation District (NSD) for inspection. If NSD determines that new sanitary sewer manhole frames and covers should be used, NSD will provide them at their expense.

All disturbed sanitary sewer manholes must be thoroughly cleaned inside and given one coat of waterproofing material as per the Napa Sanitation Districts specifications. Said waterproofing material must be Xypex Concentrate, or an approved equal, applied at the rate of two and one half pounds per square yard. Only areas the disturbed areas of the manhole will be required to be cleaned and waterproofed. Upon completion of raising the sanitary sewer manhole and the placement of waterproofing, you must contact NSD for inspection.

Where the adjustment of water valves and monument boxes take place, you must provide new Christy G5 boxes, or approved equivalent, with lids stamped "Water" and "Monument".

The option to use raising devices as provided in Section 15-2.10B, "Adjust Frames, Covers, Grates, and Manholes," of the Standard Specifications will not be allowed.

All manhole frames and all boxes must be raised within ten (10) working days after the final HMA overlay is placed.

You are responsible for locating and covering all the frames and boxes prior to any grinding and paving operation. If you excavate for utility boxes and manholes to be raised in an incorrect location, the excavation must be filled full depth with two inches (2") minimum HMA matching the material used in the overlay, as directed by the Engineer, and at your expense.

If survey monuments are disturbed, you must be responsible for surveying costs to reestablish the control point and for resetting the monument, pursuant to Section 8771, "Record of Survey – Monumentation," of the Professional Land Surveyors' Act. Attention is directed to the section titled "Survey Monumentation"

Reference point markings on improvements within the right of way must be discreet in appearance with lettering and numbering less than five inches (5") in height. No reference point markings will be made on private property.

You must clean out each disturbed water valve box riser pipe so that the operating nut and bonnet on the valve are clear and accessible.

The top of the concrete collar around each frame or box must be placed two inches (2") below the final finished grade of the HMA overlay. The remaining two inches (2") to final finish grade must be finished flush to the adjacent surfacing with HMA conforming to the section titled, "Hot Mix Asphalt (HMA)," of these Special Provisions. You must furnish, install and maintain a steel plate over each concrete collar placed around each frame or box until the HMA is placed flush to the final finish grade.

10-2.11 SURVEY MONUMENTATION

You must install new survey monumentation at the locations shown on the plans. The installation must conform to City Standard Drawing S-13. Upon installation, you must incorporate any new monumentation into the California Coordinate System assign a vertical elevation relative to the 1988 NAVD and file a Record of Survey pursuant to Chapter 15 of the Business & Professions Code (the Professional Land Surveyors' Act).

10-2.12 AGGREGATE BASE

Aggregate base must be Class 2, three quarter inch ($\frac{3}{4}$ ") maximum grading and must conform to the provisions in Section 26, "Aggregate Bases," and the section titled "Miscellaneous Concrete" and "PCC Curb Ramp" of the Standard Specifications and these Special Provisions. Recycled material, if used,

must also be Class 2, three quarter inch ($\frac{3}{4}$ " maximum grading and must include a minimum of 30% virgin aggregates.

You must place aggregate base to the dimensions shown on the plans. All subgrade and aggregate base placed must be compacted to a minimum relative compaction of ninety-five percent (95%).

The Engineer will provide ongoing laboratory testing on aggregate base samples at the plant of origin and in the field. If the material is found to be out of compliance with the Standard Specifications and these Special Provisions, the engineer will immediately notify the contractor and may stop the work in accordance with Section 8-1.06, "Suspensions" of the Standard Specifications and these Special Provisions. You must provide the Engineer a five (5) working day notice in writing of any production of aggregate base material used on this project including the specific dates of aggregate base production.

If accepted subgrade becomes saturated and/or disturbed or more than five (5) working days pass between acceptance of the material and placement of the upper layer, the subgrade must again be proof-rolled and retesting will be required. The cost of the retesting will be borne by you.

MEASUREMENT AND PAYMENT – The contract price per ton for Aggregate Base (10") includes full compensation for providing all labor, materials, tools, equipment and incidentals and for doing all the work involved in this section, including placing and compacting aggregate base, and trucking, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The contract unit price paid per lineal foot of Install PCC Curb and 12" Gutter and Install 6" PCC Vertical Curb, 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, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The contract unit price paid per square foot of Install PCC Sidewalk and Install PCC Driveway (6"), 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, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The contract unit price paid per each Install PCC Curb Ramp, 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, and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-2.13 MISCELLANEOUS CONCRETE CONSTRUCTION

All sidewalk, curb and gutter, curb ramps, cross gutters, and driveways must conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," Section 90, "Concrete", and the section titled, "PCC Curb Ramp," of the Standard Specifications and these Special Provisions.

This work must be constructed of minor concrete conforming to the provisions in Section 90-2, "Minor Concrete," except as follows:

1. The maximum size of aggregate used for extruded or slip-formed curb construction must be at your option, but in no case will the maximum size be larger than one inch nor smaller than $\frac{3}{8}$ inch.
2. The cement content of the minor concrete must be not less than 564 pounds per cubic yard.

Primary aggregate nominal size must be of 1" x No.4 coarse aggregate gradation per Section 90-1.02C(4)(b), "Coarse Aggregate Grading," of the Standard Specifications.

If within the areas of improvements you locate AT&T, PG&E, and/or Comcast utility boxes, you will not be responsible for setting said utility boxes to grade. However, you will be responsible for coordinating with AT&T, PG&E, and/or Comcast for the adjustment of the facilities prior to installing new concrete and asphalt concrete. You must provide written notice of your schedule and coordinate concrete removal activities with the affected utility companies at least fourteen (14) calendar days' in advance of any

concrete demolition work adjacent to the utility facilities. Should your schedule change, you must re-notify the utility company in writing at least fourteen (14) calendar days' in advance of any subsequent concrete demolition work. You must allow the affected utility company unimpeded access to their facilities for all adjustment work.

Additionally, after the compaction of aggregate base and prior to installing new concrete, the Contractor must contact the Napa Sanitation District (NSD) for inspection of the existing sanitary sewer laterals to confirm damage has not occurred during construction. If NSD determines that there is damage due to your operations, you must repair the damaged laterals at your expense.

Utility identification symbols, typically "S" for sanitary sewer and/or "W" for water, may exist on some curbs that require replacement. You must reference mark these symbols prior to removal of the curb and gutter, and stamp a new symbol at the location of the original symbol or the where the utility line has been identified. New symbol must be stamped where the underlying utilities are identified, 1/8" minimum depth, into the curing P.C.C., of a plain font that is easily read with a letter height of approximately 3" placed on top and face of curb.

All curb and gutters must be flow tested with water prior to finishing the concrete to eliminate low areas and to maintain positive drainage. Gutters must be placed with a uniform cross slope unless otherwise shown on the Project Details or as directed by the Engineer. Any curb and gutter that retains water and does not drain positively must be removed and replaced at your expense.

You will be responsible for guarding or otherwise protecting concrete work from vandalism or other damage. All such etchings, graffiti or other damage to newly placed concrete must be removed and replaced by you at your own expense.

Constructing new PCC Curb and 12" Gutter, PCC Sidewalk (4"), PCC Driveway (6"), PCC Cross Gutter, and PCC Curb Ramp in areas where existing PCC is to be removed or there is no existing PCC, includes any necessary excavation and backfill, furnishing and installing HMA, aggregate base, reinforcement, expansion joint filler, and all other required materials, including water. Attention is directed to the section titled, "Aggregate Base" and "Hot Mix Asphalt (HMA)," of these Special Provisions.

You must use the curing compound method for curing concrete improvements. The curing compound used must be Curing Compound #6 (Non-pigmented, clear with fugitive dye, Type 1-D, Class A), conforming to the provisions in Section 90-1.03B(3), "Curing Compound Method," of the Standard Specifications, these Special Provisions, and per the manufacturer's recommendations for application. The curing compound must be applied in the presence of the Engineer and in a manner that will provide a complete coating of all exposed faces of the concrete surface.

All minor concrete improvements must be finished to a uniform light broom finish or as otherwise directed by the Engineer. All score lines, deep joint lines and expansion joints must be neat and clean and tooled to a ¼ inch radius. All edges of the exposed concrete surface must be finished and tooled to a ¼ inch radius.

10-2.14 CONCRETE CURB INLET

Work must conform to the requirements of Section 51, "Concrete Structures," and the sections titled "Concrete Removal," and "Miscellaneous Concrete Construction," of the Standard Specifications and these Special Provisions.

You must exercise care in removing the existing concrete curb inlet at the location shown on the plans or as specified by the Engineer. The existing concrete curb inlet must be removed prior to paving operations. You will be responsible for maintaining the integrity of and access to, the existing drainage box below the curb inlet to be replaced. The new concrete curb inlet must be installed so that the top of the inlet and its face are flush with the adjacent concrete surfaces. The new concrete curb inlet must be of manufacturer Central Precast, model "4A Curb Inlet," or approved equivalent.

If you determine that additional PCC removal is necessary for the installation of the new concrete curb inlet, you must contact the Engineer for approval prior to performing any additional concrete work.

10-2.15 STREET SIGNS

Street signs include all regulatory, traffic control, and street information signs. Relocating mailboxes will be included in the provisions of this section. You must reset, relocate, or remove existing street signs within the project area as shown on the plans. For the purposes of this section, the following definitions will apply:

Install – Install new street sign, post, and foundation

Remove – remove street sign, post, and foundation from its location.

Relocate – remove street sign, post, and foundation from one location and install in another location with a new foundation.

Reset – remove and install street sign, post, and foundation in the same location with a new foundation.

Stop signs that are removed for construction purposes must be temporarily mounted on stable bases or barricade at the required location until they are ready for permanent placement. All removed, relocated, or reset street signs, hardware, and poles must be delivered by the Contractor in an undamaged condition to the City of Napa Corporation Yard Sign Shop (770 Jackson Street, Napa) for storage unless the signs will be relocated or reset within 72 hours or prior to weekends and holidays. Removal of street signs, poles, foundations, and hardware must include patching the post holes with a suitable (conforming in nature to the surrounding material), material flush with the existing surface. Excavations caused by removal of posts in earth must be backfilled with suitable native material in 6-inch layers with each layer thoroughly compacted. Removal of posts and concrete foundations from sidewalks or other improvements includes the removal and replacement of the surrounding sidewalk or improvements to create a seamless transition to the nearest score mark or deep joint.

The Engineer will have the option to relocate signs within construction area when construction around the sign post is included in the work. All sidewalks that are being replaced must be ADA compliant with sign post locations.

As work progresses and as conditions permit, installed, relocated and reset street signs must be installed in their permanent location by you. You are responsible for providing new posts and hardware if damaged during removal and installation must conform to the City of Napa’s Standard Plan S-18A. Excavations required to install street signs must be performed by hand methods without the use of power equipment unless it is determined there are no utility facilities within two feet of the excavation of the proposed post holes. Street signs must be thoroughly cleaned after relocation or resetting. You must not use solvents that may harm the sign finish. Street signs damaged by you must be replaced or repaired by you, to the Engineer’s approval, at no cost to the City. The Engineer will determine whether a sign is damaged, and this decision will be final and binding on you. If existing street signs are in poor condition, as determined by the Engineer, you must request a new sign which the City will provide. Installation must proceed as described in these Special Provisions.

You must notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than seven (7) calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600

Street signs which are required to be installed, as shown on the plans, ahead of construction activities must be installed forty-eight (48) hours before construction begins.

After all signs have been installed, an as-built plan showing the exact location of each sign must be submitted to the City for the Signs and Striping Division to be able to GPS locate all signs removed, relocated, or reset during construction. The as-built plan must be completed using colored ink on a clean set of prints of the contract drawings.

10-3 STORM DRAIN

10-3.01 CONCRETE STRUCTURES

Catch basins and manholes shall be Portland cement concrete structures conforming to the provisions in Section 51, "Concrete Structures," of the Standard Specifications, the plans and these Special Provisions. The Measurement and Payment clauses of Standard Specifications shall not apply. Unless indicated otherwise, catch basins shall conform to City of Napa Standard Plans D-2 and manholes shall conform to City of Napa Standard Plans D-7.

The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary for construction of catch basins and manholes in accordance with the details shown on the plans, these Special Provisions and as directed by the Engineer.

As shown on the plans, the removal and replacement of Portland concrete cement and asphalt concrete shall be included in the contract price paid for "Install SD Catch Basin (D-2)". The Engineer shall mark the limits of asphalt concrete road section to be removed as necessary for catch basin installation.

Attention is directed to the Sections titled "Full Depth Asphalt Concrete Plug" and "Minor Concrete" of these Special Provisions.

MEASUREMENT AND PAYMENT – Catch basins shall be measured per each unit installed and paid for as "Install SD Catch Basin (D-2)". Manholes shall be measured per each unit installed and paid for as "Install SD Manhole D-7"

Installation of each catch basin shall include the concrete boxes, apron and curb between the expansion joints, channelizing, and connection to the existing storm drain system. It shall also include removal and replacement of existing Portland cement concrete curb, gutter, and sidewalk and other structures, and the removal of asphalt concrete roadway as needed for catch basin installation as shown on the plans and directed by the Engineer.

Installation of each manhole shall include the all material required to construct manholes as shown in City Standard detail D-7. It shall also include removal and replacement of the roadway section as needed for manhole installation as shown on the plans and directed by the Engineer.

The contract unit price per each catch basin and manhole installed shall include full compensation for furnishing all labor; materials (including frame, grating, and reinforcements); tools; excavation; aggregate base, backfilling; P.C.C. curb, gutter and sidewalk removal and replacement, asphalt concrete removal and replacement as necessary for construction; equipment; and incidentals for construction complete in place as shown on the plans, specified in these Special Provisions, the Standard Specifications and as directed by the Engineer and no additional compensation will be allowed therefore. If asphalt concrete conforms are needed outside the areas of catch basin or manhole construction, the installation of asphalt concrete conforms, as determined by the Engineer, shall be paid as Full Depth Asphalt Concrete Plug (6").

10-3.02 REINFORCED CONCRETE PIPE

The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to install reinforced concrete pipe in accordance with the details shown on the plans and these Special Provisions. Unless otherwise revised by these Special Provisions, work associated with reinforced concrete pipe (RCP) shall conform to the provisions in Section 65, "Reinforced Concrete Pipe, "of the Standard Specifications, ASTM designation C76, and these Special Provisions.

Unless specified elsewhere in these Special Provisions, pipe installation shall comply with City Standard Storm Drain Trench Detail D-12. Attention is directed to Section 19-3, "Structure Excavation and Backfill", of the Standard Specifications.

The following shall be submitted for approval in accordance with the Section titled "Submittals" of the General Provisions.

Provide certificates of compliance from the manufacturer indicating conformance with the requirements of this section.

Non-reinforced pipe shall not be substituted for reinforced concrete pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for culvert and drainage pipes shall conform to the plans and specifications for standard joints.

Reinforced concrete pipe shall consist of 15" Class III RCP and shall be installed with rubber gasket joints. A geotextile shall be placed, per the manufacturer's directions, between the clean crushed rock and the overlying material. The geotextile shall be Mirafi 140N or equivalent as approved by the Engineer.

The Contractor shall protect his work from storm water damage until the work is accepted by the City. Any costs for repair of damaged work shall be paid by the Contractor. Furthermore, the Contractor shall be responsible for any damage to adjacent and/or offsite properties or improvements caused by storm water run-off from his work areas.

Aggregate used for bedding and backfilling storm drainpipe shall be considered as included in the unit price paid for reinforced concrete pipe installed.

10-4 LANDSCAPE AND IRRIGATION

10-4.01 TREE REMOVAL

Attention is directed to the sections titled "Clearing, Grubbing, and Landscape Restoration," and "Concrete Removal" of these Special Provisions, Section 4 Landscaping Standards" of the City Standard Plans, and the Standard Specifications.

Tree removal is defined as the removal of the entire tree, including:

1. Stump removal to a minimum of twenty-four (24) inches below the new curb and sidewalk grade. All stumps and roots that cannot be reached by mechanical means in excess of twenty-four (24) inches must be treated with a systemic herbicide specifically identified for woody plant material or stump treatment. You must apply systemic herbicide per the directions on the manufacture's label and per the Napa County Agricultural requirements.
2. Root removal, includes those which interfere with the installation of the new curb, gutter, driveways, and sidewalks. In addition to all roots that may be wrapped around possible utility lines.
3. Removal of "surface" roots within the planter strip to a minimum depth of twelve (12) inches below the new curb and sidewalk grade. Said removal is only within the tree drip line, unless existing homeowner improvements conflict with the work. You must mark the edge of the tree drip line as a reference for the required removal limits.

All the above listed work must be done prior to the installation of any concrete work. You must take all safety precautions while stump removal procedures are in operation. Guards must be in place to protect vehicles, homes, pedestrians, and employees during the removal process. Existing landscaping improvements must be protected by means of tarps or approved equivalent during the stump removal operations.

All tree removal must conform to the requirements of American National Standards Institute's Standard for Tree Care Operations (ANSI Z133.1-2006 and ANSI A300-Part 1 -2001). You must determine the

depth of any underground utility within the area of the tree removal prior to digging or stump grinding. Gas lines and other utilities may vary in depth. Attention is directed to the section titled "Obstructions" of these Special Provisions,

All tree removal must be done by a qualified tree service contractor with a valid C-61 Limited Specialty (D-49 Tree Service) license approved by the State Contractors License Board. You must provide proof of being licensed accordingly prior to performing any tree removal work. Work performed in the vicinity of power lines must be performed by personnel qualified to perform work in proximity of electrical hazards in accordance with ANSI Z133.1.

The trees to be removed are classified by size, as specified in the Bid Schedule and in the plans. The classification sizes are measured by DBH (Diameter at Breast Height) the tree trunk diameters measured at approximately 4.5 feet above existing grade. By submitting a proposal, you represent that you have visited the site of the work and has confirmed the conditions to be encountered.

All trees scheduled for removal must only be marked by the City of Napa Parks and Recreation Services Department or the Engineer. Stamped numbered tags will be attached to the identified trees for removal and will correspond to a removal list held by the Engineer. Identifying trees by any other means will not be allowed.

In areas where trees are scheduled for removal, you must remove all concrete prior to any tree and root removal operations. You must contact the Engineer a minimum of twenty-four (24) hours prior to concrete removal at said sites for evaluation of the exposed tree roots. You must not perform any additional earthwork operations at the site until there has been approval to proceed by the Engineer.

All tree, roots, and chip material created by the tree removal process must be hauled off-site at the end of each work day. Holes created by the removal of the tree must be backfilled to grade with soil backfill. Additionally, you must place topsoil 1" – 2" below the new curb and sidewalk grade within the project limits unless otherwise directed by the Engineer. Attention is directed to the section titled "Finishing Work" of these Special Provisions.

10-4.02 TREE PLANTING

Tree Planting must conform to the provisions in Section 20, "Landscape" of the Standard Specifications, Section 4 "Landscaping Standards" of the City Standard Plans, and these Special Provisions. Proposed new tree planting locations will be directed by the City of Napa Parks and Recreation Services Department or the Engineer prior to any replanting operations.

All tree plantings must be done by a qualified landscape contractor with a valid C-27 license or a tree service contractor with a valid C-61 Limited Specialty (D-49 Tree Service) license. All licenses must be approved by the State Contractors License Board. All new trees to be planted must conform to the American Standard for Nursery Stock (ANSI Z60.0-1990), City of Napa Nursery Standards. All trees must be inspected by the City prior to planting. A forty-eight (48) hour minimum notice is required for all tree acceptance. Any trees that are brought into Napa County will require an additional inspection performed by the County Agricultural Commissioners Office biologist. You must contact the County Agricultural office at 707-253-4357 to make this appointment. The City will reject all trees not meeting the standards mentioned above.

Attention is directed to the section titled, "Obstructions", of these Special Provisions. Utilities may be located within the public right of way. You will in some cases find it necessary to manually hand dig the planting hole to assure the proper planting depth is provided for new trees.

Soil in all planting areas must be cultivated to a depth of eight (8) inches below finish grade. Water must be added and cultivating must be continued until the entire eight (8) inch depth is loose and friable. All debris, concrete and rocks must be removed to the eight (8) inch depth and must be disposed off-site by you. No rocks or debris over two (2) inches will be allowed to remain.

Root barriers must be installed when planting new trees in planting strip. A root barrier must be placed in the trench created alongside the new or existing sidewalk and along the curb. The barrier must be a continuous length and must extend from ½" above finished soil grade downwards to a minimum depth of eighteen (18) inches on the curbside and twelve (12) inches adjacent to the sidewalk. Root Barriers must

be the Deep Root Barrier panel LB 12-2 and UB 18-2, or approved equivalent. Refer to the manufacturer's specifications for all other applicable requirements. Root barriers must be installed per City Standard Drawings T-2.

You must not plant a tree until the planting hole is inspected and approved by the City. Once planted, you must contact the City of Napa Parks and Recreation Services Department for inspection to assure that it has been properly planted and adequately watered. Trees must be planted per City Standard Drawings T-1 and T-2.

Tree Species to be planted are listed below and will vary depending on location and surroundings. The Engineer will provide direction to you as to which species of tree will be planted at each listed location. Replacement trees sizes must consist of a 15 gallon container tree not less than five (5) feet in height and $\frac{3}{4}$ " in diameter and/or 24" box tree not less than eight (8) feet in height and $1\frac{3}{4}$ " in diameter. Where trees are identified to be planted, if a 12" or smaller DBH tree was removed than a 15 gallon container tree must be planted. All other identified tree locations must be planted with a 24" box tree, unless otherwise directed by the Engineer. The work site must be left clean at the end of each work day. If planting pits are exposed you must cover said pits with plywood and surround with barricades at the end of each work day or when work crews are not present.

Attention is directed to Section 20-9 "Plant Establishment Work" of the Standard Specifications. You must adequately water the new trees, replace unsuitable trees; do weed, rodent and other pest control; and perform other work as determined necessary by the Engineer, every working day until you have been notified that the project has been deemed complete.

SECTION 11 NOT USED

SECTION 12 NOT USED

SECTION 13 NOT USED

APPENDIX A

CITY OF NAPA CALENDAR OF HOLIDAYS

APPENDIX B

SAMPLE SUBMITTAL FORM

SAMPLE FORM

- SUBMITTAL -

(Contractor's Letterhead)

(Date)

City of Napa
P.O. Box 660
Napa, CA 94559-0660

Attention: Construction Manager
Project: "[Click here and insert PROJCT TITLE]"
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: _____

ATTACHMENT D

**DRAFT DESIGN-BUILD REQUIRED DELIVERABLES AND
PERFORMANCE**

Draft Design-Build Required Deliverables and Performance

The scope of work includes the design and construction of the project components described in Appendix D. The design-build contractor is to deliver the specified project components in compliance with applicable City and State design and construction standards. The components are to be fully operational upon delivery to the City.

The Design-Builder will manage the performance of all tasks and deliver all services required to complete the specified components of this design-build project, including but not limited to:

1. Site investigations/reconnaissance
2. Location of existing utilities and coordination with and approval by utilities
3. Preparation of design and work plans for the various project components for City review and final approval including, but not limited to:
 - a. Project management plan
 - b. Schedules for planning, design and construction
 - c. Construction phasing
 - d. Traffic control
 - e. Sediment and Erosion Control Plan
 - f. Staging plan
 - g. Civil design storm drain plans
 - h. Materials submittals
 - i. Public outreach
4. Incorporation of city direction into designs, work plans, and submittals to prepare final documents for City approval
5. Construction of improvements per design-builder's approved design and work plans
6. Preparation of any design modifications as necessary to deliver project
7. Incorporation of modifications into construction
8. Public outreach

ATTACHMENT E

GENERAL INFORMATION FORM

**GENERAL INFORMATION FORM
To be submitted with the proposal**

**DESIGN-BUILD SERVICES
FOR
CMP STORM DRAIN REHABILITATION – MIHAHEN STREET AND LOCUST STREET
Project No. SD08PW01
NAPA, CALIFORNIA**

Legal Name of Firm

Firm's Address

Firm's Telephone Number

City, State, Zip

Type of Organization (Partnership, Corporation, etc.)

Name of Project Manager and Title

Name, Title and Phone No of Person to Which Project Correspondence Should be Directed

Address Where Correspondence Should be Sent

Signature of Authorized Representative of Design-Build Team*

*To be accompanied by documentation that signatory has authority for the Design-Build Contractor.

Listing of subconsultants/subcontractors proposed, their phone numbers, and areas of responsibility (indicate which firms are Disadvantaged Business Enterprises and their percentage of work).

ATTACHMENT F

**NAPA MUNICIPAL CODE CHAPTER 2.91: CONTRACTING
ORDINANCE**

Chapter 2.91 CONTRACTING ORDINANCE

2.91.010 Purpose, intent, and general provisions.

A. This chapter of the Napa Municipal Code may be referred to as the “Contracting Ordinance.”

B. The purpose and intent of this chapter is to exercise and affirm, to the greatest extent possible, the city’s constitutional “home rule” authority with respect to city contracts, as a charter city pursuant to California Constitution Article XI, Section 5. This chapter also responds to the provisions of California Public Contract Code Section 1100.7 by affirmatively exempting the city from the requirements of the Public Contract Code, except to the extent the city has expressly adopted one or more provisions of the Public Contract Code pursuant to the City Charter, this code, Council resolution or other Council action, or express terms of a city contract. Nothing in this chapter is intended to concede or agree that: Public Contract Code Section 1100.7 addresses a matter of statewide concern sufficient to preempt the city’s constitutional “home rule” authority, or that this code is required in order for the city to exercise such “home rule” authority, or that the city’s “home rule” authority over other matters is limited or preempted in any manner by the city’s failure to expressly exempt itself from any other state law.

C. Pursuant to the city’s constitutional “home rule” authority, the city is and shall be exempt from the provisions of state law governing general law cities, including the provisions of the California Public Contract Code; provided, however, the city may expressly adopt one or more provisions of state law to govern city contracts to the extent expressly provided in the City Charter, this code, Council resolution or other Council action, or express terms of a city contract. Notwithstanding the foregoing, consistent with the requirements of California Labor Code Section 1782, the city shall include a provision in each of its public works contracts requiring that each contractor performing any public works construction contract on behalf of the city shall comply with state law requirements related to the payment of state prevailing wages, to the extent imposed by Article 2 of Chapter 1 of Part 7 of Division 2 of the California Labor Code, California Labor Code Sections 1770 through 1782.

D. Consistent with the requirements of the City Charter, including City Charter Sections 100 through 105, this chapter establishes the parameters by which representatives of the city may enter into contractual obligations on behalf of the city. It is the goal of the city that any administrative regulations adopted to implement this chapter, and any city contract, will meet the following goals:

1. Obtain the most cost effective result for the city, which avoids improvidence, extravagance, and any other waste of public funds or public property, and which also achieves an appropriate balance between the costs and benefits of maximizing quality within available resources.

2. Takes into consideration all reasonably available relevant information regarding the range of types, effectiveness, quality, and costs of potential property, services, public projects, and contractors available to achieve the city’s project goals. Depending upon the particular requirements of the project (and the more particular procedures identified in this chapter), the information to be considered may include data gathered from one or more of the following sources: similar city projects, other public agencies, professional journals, private businesses, outreach to potential

Chapter 2.91 CONTRACTING ORDINANCE

contractors, and private businesses, competitive bids, formal or informal quotes, proposals, or qualification statements.

3. Guards against favoritism, fraud, corruption, and conflicts of interest.

4. Efficiently uses city resources in the preparation, approval, administration, and enforcement of contracts which are effective tools in achieving the city's goals.

E. Any contract made, or purported to be made, by the city in violation of this chapter shall be void and of no force or effect. (O2009-5; O2014-16, 11/18/14)

2.91.020 Definitions.

As used in this chapter:

"Contract" means a set of promises between two or more parties which is legally enforceable. The term "contract" shall include all of the various types of contracts identified in this code, such as contracts for: acquisition or disposition of personal property or real property, services, public project construction, private development construction, purchase orders, grants, settlement of claims, contract amendments, and contract change orders.

"Contractor" means a party with which the city contracts for any legal purpose, including the acquisition or disposition of property, for obtaining or providing services, or for the construction of public projects. For the purpose of this chapter, the term "contractor" may be used in its general sense to refer to a party which might otherwise be referred to in other chapters of this code with a more specific term. For example, the term "contractor" shall be used to refer to: "vendor" or "supplier" for the city's acquisition of personal property, or "grantor" or "lessor" for the city's acquisition of real property, or "grantee" or "tenant" for the city's disposition of real property, or "consultant" for services, or "developer" for private development construction.

"Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

"Grant" means any offer to or from the city of property (in the form of a grant, donation, or gift), in return for which no monetary compensation is required. For the purpose of this chapter, acceptance of the grant, including any relevant terms and conditions, forms a contract. (O2009-5)

2.91.030 Administrative regulations and authority to execute contracts.

A. Administrative Regulations. The City Manager is authorized to establish and maintain written administrative regulations which implement the city's contracting procedures, including an implementation of the purposes, goals, and requirements of this chapter as well as other chapters of this code. A copy of the administrative regulations shall be maintained on file in the office of the City Clerk. The administrative regulations shall be approved by the City Manager, based on the recommendation of the Finance Director, and subject to review and approval as to form by the City Attorney. The administrative regulations shall, at a minimum, address the following elements:

Chapter 2.91 CONTRACTING ORDINANCE

1. Standard procedures and guidelines related to the establishment and enforcement of city contracts, whether identified in this chapter, other provisions of this code, or the City Charter. These procedures and guidelines may implement and refine contracting terms and procedures identified in this code, provided that the procedures and guidelines are consistent with the purposes, goals, and requirements of this chapter, the code, and the City Charter.
 2. Identification of any delegation of duties or authority from the City Manager to other qualified city employees. To the extent that the Council has delegated contracting duties and authority to the City Manager, or a subordinate officer of the City Manager, the City Manager may delegate, in writing, those duties and authority to other qualified city employees.
 3. Standard forms (and procedures for their use) for the acquisition of property and services, the construction of public projects, and the disposition of property, including bidding documents, requests for proposals, requests for qualifications, standard specifications, form contracts, insurance requirements, bonds, purchase orders, and amendments.
- B. Execution and Administration of Contracts.
1. The City Manager is authorized to take any steps necessary to prepare contract documents, prior to final approval of the contract, in accordance with the procedures set forth in this chapter, including: requesting proposals, inviting bids, applying for grants, and negotiating contract terms.
 2. The City Manager is authorized to execute any contract on behalf of the city provided that: (a) pursuant to City Charter Section 100, the contract is in writing and approved as to form by the City Attorney; and (b) the contract is covered by sufficient unencumbered funds appropriated in the adopted budget, and (to the extent required by City Charter Section 100) the contract is endorsed by the City Auditor; and (c) the contract is prepared in accordance with all other requirements of this code and the administrative regulations; and (d) the contract is covered by any one of the following categories: (1) the City Council has separately authorized the City Manager to execute on behalf of the city pursuant to an ordinance, resolution, or other Council action, or (2) the city's commitments under the contract are in an amount less than or equal to the amount established by the Controller of the state of California for formal bidding procedures as required by California Public Contract Code Sections 22020 and 22032(c) (as of January 1, 2009, this amount is established at \$125,000.00), or (3) the contract is necessary to resolve an emergency pursuant to Section 2.91.040 of this chapter or pursuant to Chapter 2.89 of this code. It is unlawful to split, or separate into smaller contracts, any contract for the purpose of evading the dollar amounts identified in this chapter.
 3. The City Manager is authorized to implement and enforce each contractor's compliance with contract requirements, including inspections and acceptance of complete performance, and termination of the contract, all in accordance with the requirements of the contract.

Chapter 2.91 CONTRACTING ORDINANCE

C. Authority of the City Attorney to sign legal service agreements. The City Attorney is authorized to prepare and execute any legal services contract on behalf of the city provided that: (1) pursuant to City Charter Section 100, the contract is in writing and approved as to form by the City Attorney; and (2) pursuant to City Charter Section 100, the contract is covered by sufficient unencumbered funds appropriated in the adopted budget, and endorsed by the City Auditor; and (3) the contract meets the purpose and goals set forth in Section 2.91.010(D). (O2009 5)

2.91.040 Exceptions for emergency contract procurements.

A. This section shall apply to any action taken by the city to resolve an emergency, as defined by Section 2.91.020, provided that the City Manager makes a written determination based on substantial evidence that there is an emergency, there is a need to take immediate action to resolve the emergency, and the action proposed to be taken is directly related to resolving the emergency, and the emergency will not permit a delay resulting from compliance with this code.

B. Upon documentation of compliance with subsection (A), the City Manager shall be authorized to direct any action to the extent necessary to resolve the emergency. The City Manager shall, to the extent feasible, comply with the requirements of this code. The City Manager shall comply with the purpose and goals identified in subsection 2.91.010(D).

C. Notwithstanding contrary provisions in this code, emergency contracts made pursuant to this section may be made orally or in writing. Provided, however, to the extent an oral contract is made, the City Manager shall (at the earliest feasible time): (1) document the terms of any oral contract in a writing approved as to form by the City Attorney, and (2) obtain the endorsement of the City Auditor that the contract is covered by sufficient unencumbered funds appropriated in the adopted budget.

D. At the earliest feasible time, the City Manager shall issue a written termination of the authorization of action by emergency, and the city shall thereafter comply with the requirements of this code.

E. At the earliest feasible time after a determination of emergency, the City Manager shall report to the City Council at a regularly scheduled City Council meeting, any action taken pursuant to this section, including the written determination pursuant to subsection (A). The City Council shall determine whether there is a need to continue or terminate the emergency action. The City Manager shall continue to make these reports to City Council until the City Manager reports to City Council that the need for emergency action is terminated pursuant to subsection (D).

F. If the City Manager determines, in accordance with subsection (A), that additional actions (beyond those reported to City Council) are necessary to resolve the emergency, the additional actions shall be reported to City Council in accordance with subsection (E).

G. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirements of City Charter Section 100, and the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2009 5)

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2.91.050 Exceptions for specialty items.

A. The city may enter into a contract for a “specialty item,” in accordance with this section, without further complying with the requirements of this code, provided that the City Manager makes a written determination of the following:

1. The project need which the city intends to satisfy through the contract for the specialty item. This includes a functional description (or performance criteria) of the city’s needs.
2. The types of property or service which are available (or used by other similarly situated private or public agencies) to meet this need (or similar needs), and the contractors which are available to provide the property or service. This includes documentation of the steps the city has taken to evaluate the types of property, service, and contractors potentially available to serve the city’s needs.
3. The reasons why a similar property or service cannot meet the city’s needs (including considerations of compatibility with other city property and services regarding maintenance, repair, training, quality, price, or similar considerations), or why the city’s needs can only be met by one type of property or service (the specialty item).
4. By entering into a contract for the specialty item from the proposed contractor, the city will meet the purpose and goals identified in Section 2.91.010 of this chapter.
5. The contract complies with the requirements of Section 2.91.030(B) of this chapter.

B. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2009 5)

2.91.060 Exceptions for procurement via existing contracts of other public agencies.

A. The city may enter into a contract that is based upon terms of an existing contract between the contractor and another public agency (as defined by California Government Code Section 6500), without further complying with the requirements of this chapter, provided that the City Manager makes a written determination of the following:

1. The city has an opportunity to enter into a proposed contract under terms materially the same as an existing contract between the contractor and another public agency.
2. The terms of the proposed contract between the contractor and the city are more beneficial to the city than the city would otherwise be able to obtain by complying with the relevant requirements set forth in this chapter. This includes documentation of the steps the city has taken to evaluate alternative sources of the subject of the contract.

Chapter 2.91 CONTRACTING ORDINANCE

3. By entering into the proposed contract, the city will meet the purpose and goals identified in Section 2.91.010 of this chapter. This includes documentation of the process used by the other public agency to procure the existing contract.

4. The contract between the contractor and the city complies with the requirements of Section 2.91.030(B) of this chapter.

B. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2009 5)

2.91.070 Exceptions for design-build project delivery.

A. The city may enter into a single contract with a design-build entity for the design and construction or manufacture of a project (a "design-build contract"), in accordance with this section, without further complying with the requirements of this code, provided that the City Manager or the City Council makes a written determination of the following:

1. The city's goals for the proposed public works project will be more cost effectively achieved through a design-build contract, as compared to the city's design-bid-build process described in Chapter 2.94 of this code, after taking into consideration: costs of design, construction or manufacture, and ongoing maintenance and repair; timing of design and construction or manufacture; the need to coordinate with third parties during construction or manufacture; unique requirements for managing the quality of design and construction or manufacture; the likely need to consider innovative solutions to design, construction or manufacturing challenges in order to respond to potential challenges to the certainty of the timing or costs of design or construction or manufacture; and the need to consider unique project financing alternatives (including public/private partnerships).

2. The city actively solicited proposals from design-build entities in a manner that effectively requested competitive proposals from entities qualified and available to successfully complete the proposed project under a design-build contract.

3. After evaluating the respective qualifications and proposals submitted by competitive proposers, and after negotiating contract terms with the apparently successful design-build entity, the city selected the design-build entity on a "best value" basis that will most cost effectively achieve the city's goals for the proposed project, after considering: the criteria set forth in paragraph 1 of this subsection A; proposed approach for design and construction or manufacture (including project features, and operational and functional performance of the project to be constructed); overall price (including initial and/or life cycle costs); schedule; the design-build entity's experience, training, and qualifications (including an evaluation of references of the design-build entity's experience on similar projects related to responsiveness, timeliness, quality of work, and overall performance); the design-build entity's capacity, capability, and financial stability to complete the project; and overall responsiveness to the city's request for proposals.

Chapter 2.91 CONTRACTING ORDINANCE

B. The City Council hereby determines that compliance with the requirements of this section shall satisfy the requirement to award city contracts to the lowest and best bidder, pursuant to City Charter Section 101. (O2015-10, 8/18/15)

ATTACHMENT G

DESIGN-BUILD SAMPLE AGREEMENT FOR SERVICES

**AGREEMENT FOR DESIGN-BUILD SERVICES
CMP STORM DRAIN REHABILITATION – MINAHEN STREET AND LOCUST STREET (SD08PW01)**

This Contract by and between the City of Napa, (hereinafter "Owner") and _____ (hereinafter "Contractor") is dated this _____ day of _____, 2017.

1. Contractor, in consideration of the promises of Owner hereinafter set forth and the acceptance by the Owner of Contractor's proposal filed with the Owner on the ___ day of _____, 2017, hereby agrees to furnish all tools, equipment, labor and material necessary to perform and complete in a good and workman-like manner, construction of **CMP Storm Drain Rehabilitation – Minahen Street and Locust Street**, (hereinafter "Project") within the time set forth below and in accordance with the Scope of Work attached to this Agreement as Exhibit A. The following documents and all subparts in their entirety are hereby made a part of the complete Agreement: this Agreement, Scope of Work (Exhibit A), Special Provisions (Exhibit B), bonds, design documents including specifications and detailed drawings to be prepared by Contractor, description of Deliverables and Performance (Exhibit C), Project Compensation (Exhibit D), the Request for Proposal issued by the City dated _____, 2017 including addendums, proposal by the Contractor dated _____, 2017 and all other documents on file in the office of the City Clerk relating to this Project ("the Contract Documents"). The intent of the Contract Documents is for the Contractor to deliver the Project ready for use when completed. The Contractor shall accomplish and complete all work described in Exhibit A and any other required items to bring the Project to completion.

2. Owner agrees to pay Contractor a total sum not to exceed of _____ Dollars. The Owner, at its sole discretion, may exercise the optional additive contract items. Contractor will be paid 90% of monthly estimates of work based on contract prices in Exhibit D. Contractor will be paid 90% of such amount upon completion of the work. The retained ten percent (10%), excluding such sums as may be lawfully withheld by Owner, shall be paid to Contractor within sixty (60) days after completion of the work as required by the City of Napa Charter Section 102. It is understood and agreed that in accordance with California Public Contract Code §22300, the Contractor will be allowed to substitute securities for money withheld by Owner to insure performance under this Contract. In accordance with Public Contract Code §20104.50, Owner shall promptly review payment requests and if not suitable for payment, Owner shall no later than seven (7) days after receipt return the same with an explanation as to why the payment request is not possible. Owner shall make progress payments within thirty (30) days after receipt of an undisputed and properly executed request. Failure to comply with the time requirements shall subject Owner to certain interest equivalent to the legal rate set forth in subdivision (a) of Section 685.10 of the Code of Civil Procedure.

3. The following shall govern the responsibilities and indemnification by Contractor:

A. Owner and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each Owner'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.

B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, release, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents including, but not limited to, the Public Works Director and each Owner'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, etc., and fines of regulatory agencies or relating to claims, etc., for copyright and/or infringement 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 Owner or by any person or entity required to be indemnified hereunder.

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

D. 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.

E. 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.

F. 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 30 days to the tender of any claim for defense and indemnity by the Owner, unless this time has been extended by the Owner. If the Contractor fails to accept or reject a tender of defense and indemnity within 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 Owner, may be retained by the Owner 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.

G. 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 Owner or other indemnified party to the extent of its active negligence.

4. This Contract shall not be assigned without the written approval of the Owner.

5. The Contractor, at Owner's request, shall be required to deliver City any and all design materials. These materials include, but are not limited to: calculations, preliminary drawings, surveys, construction drawings, shop drawings, samples, electronic media data, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information developed, prepared, furnished, or delivered in the prosecution of the design work for the Project.

6. Design Phase Responsibilities. The Design Phase includes the preparation of the Design Materials for the project including, but not limited to, all necessary engineering, including civil, geotechnical, and structural; and other required analyses, survey, project site evaluations and physical investigations, preparation of design documents, and necessary design modifications. The work shall include all relevant plan reviews.

7. Ownership of Design Materials.

A. All materials and documents developed in the performance of this Agreement shall be the property of the Owner. Owner shall have unlimited rights, for the benefit of Owner, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use same on any other Owner project at no additional cost to the Owner. Contractor agrees to and does hereby grant to Owner a royalty free license to all such data that Contractor may cover by copyright and to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. The Contractor for a period of three (3) years after completion of the Project agrees to furnish and to provide access to the originals or copies of all such materials upon the request of the Owner. Owner agrees to make no demand on Contractor for responsibility for the Owner's use of such materials for

any other Owner project that is not the subject of a separate agreement between the Owner and Contractor for such use.

B. Owner does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs that may result from the work performed under this Agreement.

8. Design Errors. The Contractor shall be responsible for all design errors, including, but not limited to: errors, inconsistencies or omissions in the Design Materials, or errors, omissions and inconsistencies that do not conform to the minimum standards of the Contract Documents. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to the Contractor from the Contract Documents.

9. The Contractor shall have full care, custody and control of the project to completion and shall maintain the same in a safe and tidy condition. The Contractor shall at all times maintain proper facilities and provide safe access for inspection by Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner, or its representative, of its readiness for inspection, and without the approval thereof or consent thereto by the latter. Should any work be covered up without such notice, approval or consent, it must, if required by the Owner, or its representative, be uncovered for examination at the Contractor's expense.

10. The Contractor shall 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 shall apply continuously and shall not be limited to normal working hours. Contractor shall comply with all applicable provisions of law including the standards, rules, regulations and orders established by the California Division of Industrial Safety. Contractor shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the work site safe and healthful. Contractor shall take all steps necessary to ensure that any hazardous condition is corrected promptly either by the Contractor 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, shall not have control over or charge of or responsibility for construction or safety means, methods, techniques, procedures, as these are solely the responsibility of Contractor.

11. Should the Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from said Contract, specifications or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but will be added to or deducted from the amount of said contract price, as the case may be, by fair and reasonable valuation. However, additional work necessitated to meet the Project objectives stated in the Scope of Work (Exhibit A) shall be at no additional cost to the Owner. The value of any such extra work to expand or work deleted to decrease the Project objectives documented in the Scope of Work (Exhibit A) shall be determined in one or more of the following ways:

- A. By estimate and acceptance of a lump sum.
- B. By unit price named in the contract or subsequently agreed upon.
- C. By cost and percentage or by cost and a fixed fee.

12. Contractor shall obtain insurance acceptable to the Owner in a company or companies acceptable to the Owner. The required documentation of such insurance shall be furnished to the Owner at the time Contractor returns the executed contract. The Contractor shall not commence work nor shall allow its employees or agents or anyone to commence work until all insurance and properly executed endorsements required hereunder have been submitted and approved. The Contractor shall take out and maintain at all times during the life of this Contract, the following policies of insurance with insurers (if other than the State Compensation Fund) with a current A.M. Best's rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the performance hereunder by Contractor, its employees, agents and subcontractors:

A. Workers' Compensation Insurance with statutory limits as required by the Labor Code. The policy shall be endorsed to provide thirty (30) days prior written notice to Owner's Public Works Director prior to cancellation and shall provide for a waiver of subrogation against Owner, 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) Owner, its officers, employees and agents, are to be covered as insureds for liability arising out of the operations performed by or on behalf of the Contractor and 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) 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.

(3) The policy shall not be canceled or materially reduced in coverage without 30 days prior written notice (10 days for non-payment of premium) to Owner by certified mail.

(4) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to the Owner, its officers, employees and agents.

C. Automobile Liability, with coverage at least as broad as Insurance Services Office form number CA 0001 0692, 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 Owner. Said policy shall contain or be endorsed with the provision that coverage shall not be canceled nor materially reduced in coverage without 30 days prior written notice to Owner (10 days for non-payment of premium).

D. If applicable, Builders Risk (or course of construction), written on an all-risk form, for 100% completed value on the insurable part of the project. The Builders Risk policy shall provide for losses to be payable to Owner and Contractor as their interests may appear, and that in the event of payment for any loss under the coverage provided, the insurer shall not have rights of recovery against Owner and Contractor.

E. Prior to Owner's execution of Contract, Contractor shall provide properly executed Certificates of Insurance and Endorsements evidencing the insurance required herein, including the amount of any policy deductible or self-insured retention, on forms approved by Owner.

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.

13. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to Code of Civil Procedure §1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14. The Contract shall be construed and interpreted according to California law; any action to enforce the terms of this Contract or for the breach thereof shall be brought and tried in the County of Napa.

15. The execution of this Contract shall constitute Contractor's authority to proceed immediately with the performance of the Contract. Performance shall be completed by _____; provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lock-out or similar labor disturbances, the time for Contractor's performance shall be extended by a number of days equal to the number of days the completion has been delayed. Further, the completion date may also be extended for any agreed upon change order that necessitate an extension; the date for which will be outlined in the change order.

16. Contractor warrants to Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality free from faults and defects and in conformance with the contract documents. Neither final payment nor use or occupancy of the work performed by the Contractor shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting therefrom which shall appear within the period of one (1) year from the date of final payment by the Owner for the work. The Contractor shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to Owner; ordinary wear and tear and abuse excepted. Owner will give notice of observed defects with reasonable promptness.

17. By execution of this Contract, Contractor warrants that it has carefully examined the site of the work contemplated and any plans and specifications and contract documents pertaining to the work and has satisfied itself of all local conditions affecting the work and delivery of materials; Owner specifically disclaims any warranties for information provided to Contractor. It is the obligation of Contractor to notify Owner of any and all ambiguities, conflicts, etc., in and among such plans, specifications and/or documents.

18. Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the work under its control at all times. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of Contractor, and it will be held responsible for the work which shall be subject to the provisions of the Contract and specifications, if any. It is understood and agreed that Contractor may sublet a portion of this work to the subcontractors only who are hereinafter named, and that Contractor will perform all other work unless specifically authorized by the Owner as provided for in Public Contract Code §§4100, et seq., inclusive, with which provisions the parties hereto agree to comply. The said subcontractors and the work they will perform is set forth in the Contractor's proposal as follows:

Name of Subcontractor	Address of Office, Mill or Shop	Description of Work

19. Whenever, in the opinion of the Owner, the Contractor is neglecting the work or is not prosecuting the same with diligence or is not fulfilling the provisions of the Contract and specifications, the work, wholly or in part, may be suspended by written order of the Owner. If the Contractor, within five (5) days after the date of receipt of such a written order, does not agree to provide the required remedies for such deficiencies, the Owner may declare this Contract terminated and itself proceed to complete the work herein specified or engage others to do the same. The cost of such work and necessary materials shall be charged against the Contractor and be deducted from next or subsequent estimate payment for same. If payments to Contractor are not sufficient to cover the charges, the balance may be recovered from the Contractor or its Sureties. If Owner declares the Contract terminated pursuant to this paragraph and the amount of any such charges is less than the amount which would have been due to Contractor upon completion of the work by it, the difference shall be paid it by Owner; should the amount of said charges exceed the latter, the difference shall be paid by Contractor to Owner.

20. In the event Owner declares this Contract terminated pursuant to the previous paragraph, Contractor shall discontinue work, and Owner reserves the further right to take possession of and use any materials or equipment of any nature whatsoever belonging to or used by the Contractor on the work. All expenses charged under this paragraph shall be deducted and paid by Owner out of any monies due Contractor under the Contract, and in such accounting Owner shall not be held to obtain the lowest figure for completing the Contract, but all sums actually paid therefore shall be charged to the Contractor.

21. Contractor shall procure all permits and licenses, including, but not limited to, a City of Napa business license, pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work and comply with all conditions of any permit, license or authorization allowed. Contractor shall ensure that each subcontractor has all required permits and licenses (including, but not limited to, a City of Napa business license), given all required notices and complies with all conditions of any permit, license or authority.

22. Pursuant to Public Contract Code Section 7103.5, Contractor assigns to Owner all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services or materials for this contract. This assignment shall be made and effective at final payment without further acknowledgment by the parties.

23. Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Owner, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the Owner due written notice of potential claim. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Owner prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation if based on an act, or failure to act, by the Owner, or in all other cases within fifteen (15) days after the happening of the event, thing, occurrence, or other cause giving rise to the potential claim.

24. In the event the work requires Contractor to dig trenches or other excavations deeper than four (4) feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

A. Material that the Contractor believes may be material that is hazardous waste, as defined in §25117 of the Health & Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

B. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

D. Owner shall promptly investigate the conditions, and if it finds that the conditions do involve hazardous waste or archaeological artifacts, shall direct Contractor to prepare and submit plan to lawfully manage the work area and proceed with contract work.

25. Contractor shall comply with all applicable provisions of federal, state and local law including, but not limited to, the following requirements of the California Labor Code:

A. Owner has obtained from the Director of the State Department of Industrial Relations the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the county in which said work is to be performed for each craft and type of workman or mechanic needed to execute the contract. These prevailing rates are on file in the Owner's office and will be made available to any interested party upon request. The Contractor shall post a copy of said prevailing rates at the job site. Pursuant to Sections 1770, et seq., the Contractor and all subcontractors under him shall pay not less than the prevailing wage rate. The Contractor shall forfeit to the

Owner, as a penalty, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, such laborer, workman or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic who is paid less than the prevailing wage rate for any work done under this Contract by him, or by any subcontractor under him.

B. Pursuant to Sections 1810, et seq., eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Section 1815; all the provisions whereof are deemed to be incorporated herein, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the Owner, Twenty-five Dollars (\$25.00) for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required to labor more than either (8) hours in violation of the provisions of said sections of the Labor Code.

C. Contractor shall comply with Section 1776 relating to certified copies of payroll records including the maintenance of these records and their certification and availability for inspection.

D. Contractor agrees to comply with Sections 1777.5, 1777.6 and 1777.7 regarding employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime contractor for all occupations.

E. In the event the work involves the excavation of any trench(es) five (5) feet or more in depth, Contractor shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench(es) in accordance with Section 6705.

F. 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. No contractor or subcontractor may be listed on a bid proposal for a public works project 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 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.

26. Attached hereto and made a part hereof is a Performance Bond in the amount of 100% of the estimated contract price and a Payment "Labor and Materials" Bond in the amount of 100% of the estimated contract price, which shall be duly executed by Contractor as Principal and an admitted surety company as Surety prior to Owner's execution of this Contract. In conjunction with submittal of the bonds, the Contractor shall furnish the original, or a certified copy, of the unrevoked appurtenant Power of Attorney or other instrument authorizing the person who executed the bonds to do so and a certificate from the Clerk of Napa County that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled or suspended.

27. 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 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.

28. If Contractor files a claim, it shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided by the contract for the filing of claims. For claims covered by Public Contract Code §26104, the following also applies:

A. Claims of Less Than \$50,000.00.

(1) For claims of less than fifty thousand dollars (\$50,000.00), Owner shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of Owner and the claimant.

(3) Owner's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

B. Claims Over \$50,000.00.

(1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims owner may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of Owner and the claimant.

(3) Owner's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

C. If the claimant disputes Owner's written response, or Owner fails to respond within the time prescribed, the claimant may so notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

D. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this section until the time the claim is denied, including any period of time utilized by the meet and confer conference.

29. In the event any party to this Contract brings an action to enforce or interpret the provisions of this Contract, the prevailing party in such action shall be entitled to recover reasonable attorney's fees from the other party, whether or not such action or proceeding is prosecuted to judgment. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Contract.

30. This Contract may be subject to examination and audit by Owner or the State of California pursuant to Government Code Section 8546.7. Contractor shall retain records of contract performance costs, expenses, etc., and make the records available for inspection, audit and copying during the contract

period and three (3) years after final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

31. The Standard Specifications and the Standard Plans dated July, 2002 (CalTrans), shall govern the work to be performed hereunder insofar as they may apply; however, in case of conflict with the terms of this Contract, the terms of this Contract shall take precedence over the conflicting provisions. Moreover, unless otherwise provided by City, the definitions used therein shall be interpreted to have the same meaning and intent as set forth in the City of Napa Public Works Standard Contract re Standard Specifications.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF NAPA:

CONTRACTOR:

(Signature)

(Type name of Contractor/form of organization)*

Jacques R. LaRochelle, Public Works Director
(Type name and title)

ATTEST:

By: _____

(Signature)

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

(Type name and title)

By: _____

COUNTERSIGNED:

(Signature)

(Signature)

(Type name and title)

Desiree Brun, City Auditor
(Type name and title)

Address: _____

Telephone: _____

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: _____

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

ATTACHMENT H

FAITHFUL PERFORMANCE BOND

FAITHFUL PERFORMANCE BOND
(Public Works)

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, by Resolution No. _____, 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)

ATTACHMENT I

LABOR AND MATERIALS BOND

LABOR AND MATERIALS BOND
(Public Works)

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, by Resolution No. _____, 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.

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)

ATTACHMENT J

WARRANTY/MAINTENANCE BOND

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)

ATTACHMENT K

SAMPLE CERTIFICATE OF INSURANCE

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	NAIC #
	INSURER A: Shifting Sands Co.	
	INSURER B: Helping Hands Co.	
	INSURER C: ABC Excess	
	INSURER D:	
	INSURER E:	

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

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
--	---

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.