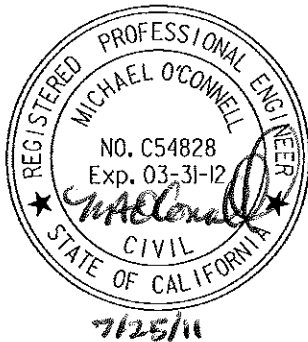
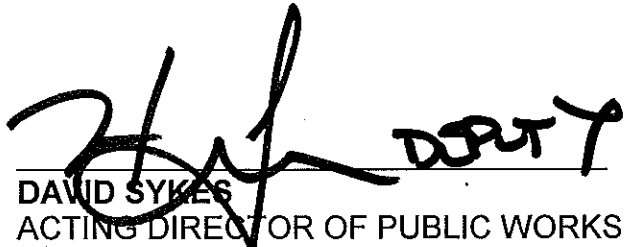


**SPECIFICATIONS
FOR
6801 - PUBLIC WORKS
GENERAL ENGINEERING
CONTRACT ON-CALL SEWER
REPAIRS 2011-2013**




DAVID SYKES
ACTING DIRECTOR OF PUBLIC WORKS

Date: 7/25/11

PROJECT MANAGER: AMANDA LEI

ADDRESS: CITY OF SAN JOSE
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION & HYDRAULICS SERVICES DIVISION
200 E. SANTA CLARA STREET, 5TH FLOOR
SAN JOSE, CA 95113

TELEPHONE: (408) 535-8478
FAX: (408) 292-629

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NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

6801- PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works of the City, and which are made a part hereof.

PLANS AND SPECIFICATIONS

The City is using BidSync to facilitate the solicitation of bids. BidSync is an online bid solicitation website. Bidders must register with BidSync to participate in this procurement. There is no cost associated with registering.

To register, bidders must go online to <http://www.bidsync.com>. This request for bids is registered under the following classifications(s): 913-81 Maintenance and Repair, Sewer and Storm Drain (including Removal), 910-63 Public Utilities: Water, Sewer and Gas Maintenance and Repair.

Once registered, bidders can view and download information regarding this request for bids – including the bid and contract documents. When a bidder views or downloads information, the bidder becomes a “planholder.” BidSync will send “planholders” notification every time the City posts an addenda and/or new information related to this request for bids.

Bidders are responsible for periodically checking BidSync to make sure they have the most recent and up-to-date information about this request for bids. Bidders can rely only on information obtained through BidSync. Bidders can not rely on any other written or oral statements of the City or its officers, directors, employees or agents regarding this request for bids. In the event a bidder obtains information about this request for bids through any means other than BidSync, the City will not be responsible for the completeness, accuracy or timeliness of the final bid.

FILING OF BIDS

All proposals must be filed with the Director of Public Works, City of San José, City Hall, 200 E. Santa Clara St., 5th Fl., San Jose, CA 95113-1905, on or before 3:00 p.m. as set forth in the specifications. A representative of the Director of Public Works will publicly open and declare the aggregate bid of each bidder, in Room T550 at 3:00 p.m. on **August 25, 2011**.

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all add alternates. Checks shall be made payable to the order of the City of San José. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary. All bids must be addressed to the Director of Public Works, City of San José and shall bear the Project Number and Name.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file at the Office of Equality Assurance and can be obtained by interested bidders from that office. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification A to bid this project.

CONTRACTOR'S EXPERIENCE REQUIREMENTS

Bidders must be specialized in underground pipeline construction closely related to sanitary sewer and storm drain systems. Bidders, by its own work forces within the last five years, must have successfully completed a minimum of four (4) sanitary sewer and/or storm drain installation/removal/replacement projects totaling a minimum of 4,000 linear feet of sewer pipeline with a diameter of 6 inches or greater.

All prospective bidders must complete the Statement of Bidder's Experience.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San José. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

By order of the Council of the City of San José.

DATED: 7/25/11

CITY OF SAN JOSE
A Municipal Corporation of the State of California

By 
DIRECTOR OF PUBLIC WORKS

BID DOCUMENTS

PROPOSAL TO CITY OF SAN JOSE
FOR
6801- PUBLIC WORKS GENERAL ENGINEERING CONTRACT
ON-CALL SEWER REPAIRS 2011-2013

Name of Bidder: _____

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the **Director of Public Works on July 25, 2011**, entitled **6801- PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013** and approved for advertising and opening by the Director of Public Works on **July 25, 2011**, on file in the office of the Director of Public Works of the City of San José in City Hall, 5th Floor, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City

SCHEDULE OF QUANTITIES

FOR

6801- PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013

NOTE: THIS IS A TIME AND MATERIAL CONTRACT

The low bidding contractor shall be the contractor whose “Overhead and Profit” percent shown herein is the lowest to two (2) decimal places.

Attention is directed to Section 9, “Measurement and Payment” of the Technical Specifications of this Special Provisions

Overhead and Profit = . %
(to two (2) decimal places)

Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: 6801- PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013.

_____, being first duly sworn, deposes and says that he/she is
(print name)
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on _____

_____	City Business Lic. No.: _____
Legal Company Name	Expiration Date: _____
_____	State Contractor Lic. No.: _____
Indicate Type of Entity: Sole Proprietorship,	Classification: _____
Partnership (General/Limited Partners),	Expiration Date: _____
Corporation, Joint Venture, etc.	Federal I. D. No.: _____
	Address: _____

By: _____ Telephone: _____
Title: _____

NOTARY

On _____ before me, _____, personally appeared
(name and title of officer)
_____ who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the Director of Public Works, City of San José, City Hall, 200 E. Santa Clara St., Room T550, San Jose, CA 95113-1905, on **Thursday, August 25, 2011** for **6801 - PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____
Title:

By _____
Title:

By _____
Title:

By _____
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK

STATEMENT OF BIDDER'S EXPERIENCE

Bidders must be specialized in underground pipeline construction closely related to sanitary sewer and storm drain systems. Bidders, by its own work forces within the last five years, must have successfully completed **a minimum of four (4) sanitary sewer and/or storm drain installation/removal/replacement projects totaling a minimum of 4,000 linear feet of sewer pipeline with a diameter of 6 inches or greater.**

<u>PROJECT NAME</u>	<u>AGENCY/ ENTITY/ CONTACT INFO.</u>	<u>DATE OF COMPLETION</u>	<u>LINEAR FEET</u>	<u>DIAMETER OF PIPE</u>

STATEMENT OF BIDDER'S EXPERIENCE

Bidders must be specialized in underground pipeline construction closely related to sanitary sewer and storm drain systems. Bidders, by its own work forces within the last five years, must have successfully completed **a minimum of four (4) sanitary sewer and/or storm drain installation/removal/replacement projects totaling a minimum of 4,000 linear feet of sewer pipeline with a diameter of 6 inches or greater.**

<u>PROJECT NAME</u>	<u>AGENCY/ ENTITY/ CONTACT INFO.</u>	<u>DATE OF COMPLETION</u>	<u>LINEAR FEET</u>	<u>DIAMETER OF PIPE</u>

CONTRACT DOCUMENTS

CITY OF SAN JOSÉ CALIFORNIA

CONTRACT FOR: **6801 - Public Works General Engineering Contract On-Call Sewer Repairs 2011-2013**

THIS CONTRACT, dated for convenience _____, is made and entered into between the CITY OF SAN JOSE, a municipal corporation of the State of California, by the properly constituted officers thereof (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Contractor");

That Contractor has been awarded the contract for the work hereinafter mentioned:
6801 - Public Works General Engineering Contract On-Call Sewer Repairs 2011-2013 on _____ pursuant to Chapter 14.04 of Title 14 of the San Jose Municipal Code.

NOW THEREFORE:

Article I. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the Faithful Performance Bond and the Contractor's Payment Bond required of Contractor by the Specifications hereinafter mentioned, the Contractor agrees with the City, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the Plans and Specifications hereinafter mentioned, in a good, workmanlike and substantial manner and to the satisfaction of the Director of Public Works, and to the satisfaction of the Federal Government, the State of California, the County of Santa Clara, the Santa Clara Valley Water District, or their respective agencies or representatives to the extent that such agencies are concerned by reason of their paying all or part of the costs or by reason of their having jurisdiction over all or part of the work, all the works and improvements described, mentioned and set forth in those Plans and Specifications on file in the office of **Public Works Department, Transportation And Hydraulics Services Division** of said City, which said Specifications, approved by the Director of Public Works on **July 25, 2011**, are entitled **6801 - Public Works General Engineering Contract On-Call Sewer Repairs 2011-2013** which said Plans and Specifications, and all the documents therein referred to are hereby specifically referred to and by such reference made a part of this contract.

Article II. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements; or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Director of Public Works, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to Plans and

**(The Schedule of Quantities
in the Proposal
will be incorporated
into this Contract.)**

Specifications, and the requirements of the Director of Public Works, and of any Federal, State or County agency concerned under them; and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in the Contract, the Plans, the Specifications or other contract documents, to wit: **REFER TO SCHEDULE OF QUANTITIES ON PAGE(S) 1A.**

Article III. It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this contract is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

Article IV. City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and equipment and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then, this contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by the City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

Article VII. Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

Article VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first hereinabove written.

CITY OF SAN JOSE
A Municipal Corporation

Affix Corporate Seal, if Applicable
Attach Acknowledgments of Principals

By: _____
DEANNA SANTANA, Deputy City Manager

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:
City Attorney

By: _____

City Business Lic. No.:

Expiration Date:

State Contractor Lic. No.:

Classification:

Expiration Date:

Federal I.D. No.:

Address:

Telephone

Bond Number: _____

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, a _____, as Principal, and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the CITY OF SAN JOSE, a municipal corporation of the State of California, in the sum of **ONE MILLION and 00/100 DOLLARS (\$1,000,000)**, for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:
WHEREAS, the above bounden Principal is about to enter into a certain contract with the City of San José for the following:

6801 - PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013

the award of which said contract was made to said Principal by the City of San José on _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 wise affect its obligation 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, we have hereunto set our hands and seals on this _____
day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San José on the _____ day of
_____, 20____.

By: _____

Deputy

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with _____, a _____, as Principal, namely, "Contract for: **6801 - PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013**", for the work hereinafter briefly described, to wit: Specifications for **6801 - PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013** and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the City of San José on _____.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of **ONE MILLION and 00/100 DOLLARS (\$1,000,000)**, lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and their Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San José, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San José on the _____ day of
_____, 20____.

By: _____
Deputy

SPECIAL PROVISIONS

CITY OF SAN JOSÉ
San Jose, California

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR THE ***6801 - PUBLIC WORKS GENERAL ENGINEERING CONTRACT ON-CALL SEWER REPAIRS 2011-2013***

SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of San Jose Standard Specifications (July 1992) and the City of San Jose Standard Details (July 1992) insofar as the same may apply and in accordance with the following special provisions.

AMENDMENTS TO THE JULY 1992 STANDARD SPECIFICATIONS

Section 1 of the Standard Specifications (page 1-6) shall have the following paragraph added:

1-1.278 Partnering. - The development of team-based relationships between the Contractor and City in which: (1) trust and open communications are encouraged and expected from participants, (2) parties address and resolve issues and problems promptly and at the lowest possible level, (3) parties seek to develop solutions that are agreeable and meet the needs of everyone involved, (4) all parties have identified common goals for the partnerships and at the same time are aware of and respect each other's goals and values, and (5) parties seek input from each other in an effort to find better solutions for the problems and issues at hand, thus creating synergy in the relationship that fosters cooperation and improves the productivity of the partnership. The term is not intended to have any legal significance or to be construed as denoting a legal relationship of agency, partnership, or joint venture between the City and Contractor.

Section 2-1.095 of the Standard Specifications (pages 2-4 and 2-5) shall be revised to read as follows:

2-1.095 Relief of Bidders. - After the time set for the opening of bids, no bidder shall be relieved of a bid, unless the City consents, and there shall be no change made in any bid because of a mistake. However, if such relief is not granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San Jose, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security, the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five business days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and is relieved of its bid or who forfeits its bid guarantee shall be prohibited from participating in further bidding on the contract for the public work on which the mistake was claimed or security forfeited.

Section 2-1.10 of the Standard Specifications shall be revised to read as follows:

2-1.10 Disqualification of Bidders. – The City may disqualify a bidder and reject the bidder's bid for any one or more of the following causes:

1. The bidder is barred from bidding on City projects under the provisions of Chapter 4.10 of the San Jose Municipal Code.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received; all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for the City or any other public entity judged from the standpoint of workmanship and/or progress.
6. Incomplete work on any Public Works project for the City or any other public entity which, in the judgment of the City, might hinder or prevent the bidder from promptly completing

7. Being in arrears on any existing Public Works contract for the City or any other public entity, in litigation with the City, or having defaulted on a previous contract with any public entity.
8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
10. The bidder has engaged in any activity constituting grounds for debarment under the provisions of Section 4.10.355 of the San Jose Municipal Code.
11. Any other ground which the Engineer determines would significantly impair the ability of the bidder to perform the proposed work. In making this determination, the Engineer may consider, without limitation, items such as any previous or current prevailing wage violations by the bidder, the number of stop notices on previous public works projects performed by the bidder, and the existence of past or current agreements with other public entities to not bid on public works projects.

Issue Date: April 4, 2006

Section 3-1.01 Award of Contract of the Standard Specifications (page 3-1) shall be revised as follows:

3-1.01 Award of Contract - The City will compare all proposals on the basis of the Engineer's Estimate of the quantities of work to be done.

The City, in its sole discretion, reserves the right to reject any or all proposals. If the City awards the contract, the award will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. If two (2) or more bids are the same and the lowest, the City may accept either bid it chooses in its sole discretion.

Depending upon the circumstances, the rejection of any or all proposals, or the award of a proposal, may be done by either the City Council or the Director of Public Works.

3-1.01A Timing of Award - If the City awards the contract, it will award the contract no earlier than five (5) working days after the opening of the proposals and no later than ninety (90) calendar days after the opening of the proposals.

If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder.

Such award, if made, will be made within 105 calendar days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within 120 calendar days after the opening of the proposals. The Department of Public Works may proceed in like manner until the Director either finds a responsible and responsive bidder willing to be awarded the contract or determines that it is not in the best interest of the City to proceed further.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Director and the bidder concerned.

3-1.01B Notice of Intended Award - If the City intends to award a contract, the City will post on the internet a written notice indicating to which bidder it intends to award the contract along with the bid results. The City will notify or cause to be notified all bidders that these documents have been posted. Irrespective of any changes to the information contained therein (including, without limitation, the identity of the bidder to which the City intends to award the contract), the issuance of any such notice of intended award shall occur only once; however, any such changes will be posted to the internet by the City.

3-1.01C Protest of Bid Award - A bidder may protest the City's award of a contract. A protesting bidder shall submit its protest in writing. The protest shall provide a full and complete statement specifying in detail the ground(s) of the protest and the facts supporting the protest.

A protesting bidder shall deliver its written protest to the project manager at the address shown on the front cover of the bid specifications on or before 5 p.m. of the fifth working day following the day upon which the City issued the notice described in Section 3-1.01B.

Bidders are instructed that, irrespective of any changes to the information contained in the notice described in Section 3-1.01B, there is a single protest period, and any and all protests must be delivered by the deadline specified above, regardless of whether or not the protest is directed at the bid of the proposed awardee or at the bid of another bidder. By way of example only, should the City indicate in its notice that it intends to award to the lowest bidder, the third lowest bidder will be required to deliver any protest it may have as to the bid of the second lowest bidder, regardless of whether or not it is also prepared to protest the bid of the lowest bidder.

The procedure and time limits set forth in this section 3-1.01C are mandatory and the bidders' sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

3-1.01D Add Alternate of the Standard Specifications (page 3-1) shall have the following paragraph added:

“If there are Add Alternates, the low bid will be determined by adding each of the Add Alternate Bids to the Base Bid in ascending numerical sequence, until a total is reached to which no further Add Alternate Bids may be added without exceeding \$ _____. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of Add Alternates, or (2) offers an equal number of Add Alternates for the lowest price. If the addition of the first Add Alternate Bid to the Base Bid results in a figure greater than the above-stated dollar amount in the case of every responsive bidder, the low bid will be determined by the Base Bid alone. Once the low bidder has been identified in the preceding manner, the City may elect to award the Base Bid item alone or any or all Add Alternate items in any sequence to that low bidder, even if the resulting contract amount no longer represents the lowest total price for the particular items chosen.”

Section 4-1.03E of the Standard Specifications (page 4-5) shall be revised to read as follows:

4-1.03E Revocable Contract Items. - Items noted as “Revocable” in the Proposal may be deleted entirely or in part or added to at the sole discretion of the City. The provisions of Section 4-1.03B, “Increased or Decreased Quantities”, shall not apply to entire or partial deletion of or addition to Revocable items.

Section 5 of the Standard Specifications (page 5-12) shall have the following paragraphs added:

5-1.17 Partnering. - The City and Contractor will use good faith efforts to promote the formation of a successful Partnering relationship in order to effectively complete the Contract to the benefit of both parties. The purpose of this relationship is to establish and maintain cooperative communication and to mutually resolve conflicts at the lowest responsible management level. The establishment of a Partnering relationship will not change or modify the terms and conditions of the Contract and will not relieve either party of the legal requirements of the Contract.

The City and Contractor will engage in either Formal Partnering or Informal Partnering, depending upon the size of the project.

5-1.17A Formal Partnering. – In Formal Partnering the City and the Contractor implement the Partnering relationship through at least one pre-construction partnering workshop conducted by an independent facilitator. The purpose of the initial pre-construction workshop is to mutually develop a strategy for forming a successful partnering relationship. The City and Contractor may participate in additional facilitated workshops during the life of the project as they mutually agree is necessary and appropriate.

For all projects in which the engineer’s estimate for the entire project prior to advertising for bids is \$10 million or more, the City and Contractor shall participate

in Formal Partnering.

For all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million dollars, the Contractor may elect to require the parties to participate in Formal Partnering. The Contractor shall elect Formal Partnering by submitting a request in writing to the Engineer after approval of the Contract.

The scheduling of a partnering workshop, selection of the partnering facilitator and workshop site, and other administrative details shall be as agreed to by both parties. The parties shall use good faith efforts to schedule the initial, pre-construction partnering workshop and to select the facilitator for the workshop as soon as reasonably possible following award of the Contract where Formal Partnering is mandatory or as soon as reasonably possible following a Contractor's election to require Formal Partnering for all other projects.

The costs of Formal Partnering involved in providing the pre-construction partnering workshop, any subsequent, additional partnering workshops, and the facilitator for the partnering workshops shall be borne equally by the City and Contractor. These costs may be provided elsewhere in this Contract either as an allowance item or a specific bid item. If not, then the Engineer may issue a change order in the amount of one-half of the estimated cost of the facilitator and the partnering workshops.

The division of cost for the facilitator and partnering workshops will be made by determining the cost in conformance with the provisions in Section 9-1.03B, "Work Performed By Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that costs, except no markups will be allowed.

All other costs associated with Formal Partnering will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.17B Informal Partnering. In Informal Partnering the City and the Contractor will implement the Partnering relationship through partnering discussions that are not conducted by an independent facilitator. The City and Contractor may participate in additional unfacilitated partnering meetings during the life of the project as they mutually agree is necessary and appropriate.

The City and Contractor will engage in informal partnering as follows: (1) on all projects in which the Engineer's estimate for the entire project prior to advertising for bids is below \$1 million, and (2) on all projects in which the engineer's estimate for the entire project prior to advertising for bids is \$1 million or above but less than \$10 million and the Contractor has not elected Formal Partnering.

Section 7-1.01A (4) of the Standard Specifications (page 7-5) shall be revised to read as follows:

7-1.01A (4) Labor Nondiscrimination. - Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

Section 7-1.01A (8) of the Standard Specifications (page 7-6) shall be added to read as follows:

In accordance with California Labor Code Section 3099.2, the contractor shall use, and/or cause its electrical subcontractor to use, properly certified electricians to perform electrical work.

Section 7-1.04 Permits and Licenses of the Standard Specifications (page 7-14) shall have the following paragraph added:

“The Contractor shall defend, indemnify, and hold harmless the City, its employees, and its agents from all legal claims, losses, actions in law or equity civil and/or criminal, arising from any and all acts, omissions, or negligence of the Contractor in violation of any permit or license issued.”

Section 7-1.22 Provisions of Law and Venue of the Standard Specifications (page 7-30) shall have the following paragraph added:

“All depositions, document production, mediations, arbitrations, and any other meetings will take place in the City of San Jose.”

Section 8-1.06B of the Standard Specifications (page 8-4) shall be added as follows:

8-1.06B Annual Holiday Closure. - At the option of the Engineer, the contractor may be required to suspend all work and activities during the City’s annual Holiday Closure in late December and early January of each year. No work shall be done during this suspension except such work as is necessary for the proper care and protection of work already performed, or except in case of an emergency, and in any case, only with the prior written permission of the Engineer.

This suspension of work will be at no cost to the City. Working days will not be assessed during this suspension of work.

Section 9-1.07C of the Standard Specifications (page 9-18) shall be added as follows:

9-1.07C Claims Certification. - All claims submitted by the contractor shall include the following personal certification:

“I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND/OR OTHER SEVERE LEGAL CONSEQUENCES.”

By: _____
Title

Section 10 of the Standard Specifications (page 10-1) shall have the following paragraphs added:

10-2 STORM WATER POLLUTION PREVENTION

Section 10-2 Storm Water Pollution Prevention. - Storm Water Pollution Prevention will be applicable to any construction activity that involves **one acre or more of Total Area to be Disturbed**. For projects involving linear construction (such as installation of sewer pipeline and conduits), the following formula may be used to calculate the total area to be disturbed including the trenching activity:

$$\text{Total Area to be Disturbed} = [(A + B) \times C] + D + E$$

A = Width of disturbance (including trench width)

B = Immediate access width

C = Length of pipe diameter

D = Areas of project-related activity (such as equipment and material storage) occur

E = Number of bore holes x (Bore hole diameter + 'B')

10-2.01 Plan Preparation and Compliance. – The Contractor shall conform to Section 7-1.01 G, “Water Pollution,” of the City of San Jose Standard Specifications and these Special Provisions.

Within thirty (30) calendar days after execution of the contract, the Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) and a draft of the Notice of Intent (NOI) to be filed by the City with the California State Water Resources Control Board (SWRCB). The annual permit fee(s) shall be paid by the City.

The SWPPP shall conform to Provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the details, operating procedures, and maintenance guidelines of the California Regional Water Quality Control Board San Francisco Bay Region's "Guidelines for Construction Projects" (Guidelines), the California Regional Water Control Board San Francisco Bay Region's "Erosion and Sediment Control Field Manual" (Manual), the project plans and these Special Provisions. Upon the Engineer's review and acceptance of the SWPPP, the SWPPP shall be deemed to fulfill the requirements set forth in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

The Notice to Proceed may be withheld until the Engineer has reviewed and accepted the SWPPP, the State Notice of Intent has been filed, and a NOI receipt letter is received from the SWRCB authorizing coverage of this project under the Construction Activity General Permit.

10-2.02 Construction Requirements. – The Contractor shall implement and maintain the SWPPP for the project in full compliance with the revised state regulations to control the discharge of storm water pollutants. The Contractor shall provide the monitoring or reporting required to comply with all the state regulations regarding the SWPPP for the project.

10-2.02A Storm Water Pollution Prevention Plan. – The SWPPP shall identify construction activities that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereinafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce, to the maximum extent feasible, storm water discharges from the construction site both during and after construction is completed under this contract.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if, at any time, the implementation of the SWPPP is not effectively achieving the objective of maximum feasible reduction of pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initial SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be dated and logged in the SWPPP and submitted to the Engineer within five (5) working days. Upon the Engineer's review and acceptance of the amendment, the Contractor shall implement the additional control measures or revised operations. In emergency situations that require immediate changes at the project site, the Contractor shall implement the necessary measures and notify the Engineer of the changes.

The Contractor shall give immediate notice to the Engineer of any planned changes in construction activity that may result in non-compliance with these Special

Provisions.

By the last day of each month, the Contractor shall submit an affidavit to the Engineer certifying conformance with the SWPPP. The monthly partial payment may be withheld if the affidavit is not received and accepted by the Engineer. If at any time the project is in non-compliance with the SWPPP, the Contractor shall submit a written report to the Engineer within two (2) days of identifying the non-compliance. The report shall specify the time and nature of the non-compliance and include a course of action to correct the deficiency.

The Contractor shall keep a copy of the State of California Construction Activity General Permit (SWRCB Order No. 99-08-DWQ), the SWPPP, and any approved amendments at the project site. The SWPPP shall be made available upon request of any representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or any City representative. Public requests for copies of the SWPPP shall be directed to the Engineer.

10-2.02B Erosion and Sediment Control. – The facilities shown on the SWPPP are designed to control erosion and sediment during the Rainy Season, from October 15 to April 15. Facilities are to be operable prior to October 1 of each year (hereinafter “Rainy Season”). During the Non-Rainy Season, from April 16 to October 14 (hereinafter “Non-Rainy Season”), the Contractor shall use effective Best Management Practices (BMPs) at the project site.

- (1) Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized. Contractor shall comply with state and local laws concerning pollution abatement.
- (2) Contractor shall be responsible for monitoring erosion and sediment control measures prior, during, and after storm events.
- (3) Reasonable care shall be taken when hauling any earth, sand, gravel, stone, debris, paper, or any other substance over any public street, alley or other public place. Should any material blow, spill, or track over and upon said public or adjacent private property, immediate remedy shall occur.
- (4) Inlet protection shall be installed at open inlets to prevent sediment from entering the storm drain system. Inlets not used in conjunction with erosion control are to be blocked to prevent entry of sediment.
- (5) During the Rainy Season, all paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to minimize sediment-laden runoff to any storm drainage system, including existing drainage swales and watercourses.
- (6) Contractor shall install and maintain construction entrances prior to commencement of grading. All construction vehicle traffic entering onto the paved roads must cross stabilized

construction entrance ways. Entrance ways may be constructed of two-inch to six-inch drain rock, metal grating, or metal cattle-guard, or equivalent material, or may include vehicle wash stations as needed, in sufficient quantity and size to prevent tracking of mud and debris from the construction site. Any mud or debris tracked onto public streets, or onto adjacent public or private property, shall be removed immediately as required by the City.

- (7) Grading operations during the Rainy Season which leave denuded slopes shall be protected with erosion control measures immediately following grading on the slopes. If hydroseeding is not used or is not effective by October 10, then other immediate methods shall be implemented, such as erosion control blankets, blown straw, or a three-step application of 1) seed, mulch, fertilizer, 2) blown straw, and 3) tackifier and mulch.
- (8) Sanitary facilities shall be maintained on the site in a manner to prevent inadvertent discharge or leakage of sanitary wastes into the storm drain system either by placing sanitary facilities in locations that do not drain to the storm drain system or by providing secondary containment systems to capture leaked wastes.
- (9) Contractor shall provide dust control as required by the appropriate federal, state and City requirements and Section 10, "Dust Control," of the City of San Jose Standard Specifications.

The erosion and sediment control plan may not cover all the situations that may arise during construction due to unanticipated field conditions. Variations and additions may be made to the plan in the field. Notify the City Representative of any field changes.

10-2.03 Maintenance. – The SWPPP shall include a plan for maintenance that shall include at a minimum:

- (A) Immediate repair of damage caused by soil erosion or construction.
- (B) Inspection of sediment traps, berms, rills, gullies, and swales after each storm event and repair or cleaning as needed.
- (C) Removal of sediment from sediment traps and restoration to original dimensions when sediment has accumulated to a depth of one foot. Sediment removed from trap shall be deposited in a suitable area and in such a manner that it will not erode.
- (D) Regular cleaning of gravel bag inlet protection so that sediment depth never exceeds a maximum of three inches.

10-2.04 Payment. – Payments for Storm Water Pollution Prevention will be made as follows:

- (A) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 5 percent or more of the original contract amount, 20 percent of the contract item price for Storm Water Pollution Prevention will be included in said estimate for payment.
- (B) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 10 percent or more of the original contract amount, 30 percent of the contract item price for Storm Water Pollution Prevention less all previous payments will be included in said estimate for payment.
- (C) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution, is 20 percent or more of the original contract amount, 40 percent of the contract item price for Storm Water Pollution Prevention less all previous payments will be included in said estimate for payment.
- (D) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 50 percent or more of the original contract amount, 60 percent of the contract item price for Storm Water Pollution less all previous payments will be included in said estimate for payment.
- (E) When the monthly partial payment estimate of the amount earned, not including the amount earned for Storm Water Pollution Prevention, is 90 percent or more of the original contract amount, 90 percent of the contract item price for Storm Water Pollution Prevention less all previous payments will be included in said estimate for payment.
- (F) After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," the amount, if any, of the contract item price for Storm Water Pollution Prevention in excess of 10 percent of the original contract amount will be included for payment in the first estimate made in accordance with said Section 9-1.07.

The contract lump sum price paid for Storm Water Pollution Prevention shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Storm Water Pollution Prevention as specified herein. Measurement and payment shall be as specified in the project's Technical Specifications.

The City will not pay for erosion and sediment control items that are required

due to the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and these Special Provisions. The Contractor shall install such work at no expense to the City.

All penalties from regulatory agencies attributable to the Contractor as a result of the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and these Special Provisions shall be paid at Contractor's sole expense.

If the contract is extended to the next Rainy Season due to unanticipated field conditions and not due to Contractor's fault, payments will be made under a revocable item. Measurement and payment shall be as specified in the project's Technical Specifications.

Section 12 of the Standard Specifications (page 12-4) shall have the following section added:

12-1.05 Temporary Traffic Control. Systems and Devices – Temporary Traffic Control systems and devices shall be in conformance with the "California Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways, September 26, 2006", published by Caltrans. Traffic control plans are required to be submitted to the City for review prior to construction.

Pursuant to San Jose Municipal Code Section 11.12.050, flaggers or City of San Jose Police Officers shall direct traffic through construction zones where warning signs, cones, delineators, barricades and other temporary traffic control devices cannot effectively control moving traffic. Flaggers shall be sufficiently trained and equipped in accordance with California Code of Regulations, Title 8, Section 1599. In addition, flaggers shall be certified by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC). The Director of Public Works reserves the right to require the use of Police Officers when conditions warrant.

Section 20-5, "Erosion Control," of the Standard Specifications (page 20-5) shall have the following added:

20-5.06 Temporary Erosion and Sediment Control. – Temporary erosion and sediment control within the total project shall conform to the Provisions in Section 20-5, "Erosion Control," of the Standard Specifications, these Special Provisions and the Plans.

The Contractor's attention is directed to Section 10-2, "Storm Water Pollution Prevention," of these Special Provisions.

Temporary erosion and sediment control work shall consist of applying erosion control materials to embankment slopes, excavation slopes and other areas designated on the plans, installing silt fence, inlet protection, gravel bags, headwall protection and stabilized construction entrance ways.

20-5.07 Measurement and Payment. – Full compensation for "Temporary

Erosion and Sediment Control” shall be considered as included in the contract lump sum price for Storm Water Pollution Prevention (Section 10-2 of these Special Provisions) and no separate payment shall be made therefore.

END OF AMENDMENTS

BEGINNING OF WORK AND TIME OF COMPLETION

The term of the Contractor shall be two (2) years or until total billings equal One Million Dollars (\$1,000,000) whichever comes first from the first chargeable day as set forth in the “Notice to Proceed.”

The City, in its sole discretion, reserves the right to extend the contract for another year per the approval of the Director of Public Works.

LIQUIDATED DAMAGES

The Contractor shall pay to the City of San Jose the sum of \$ 1,000 per day for each and every day’s delay in finishing the work in excess of the number of days prescribed above.

EQUALITY ASSURANCE

The Contractor shall comply with the Nondiscrimination / Nonpreferential Treatment requirements set forth in Attachment 1 and Attachment 3 pursuant to Chapter 4.08 of the City of San Jose Municipal Code. The Contractor shall comply with the Prevailing Wage requirements set forth in Attachment 5. Attachment 1, Attachment 3, and Attachment 5 are attached and are a part of these special provisions.

INSURANCE REQUIREMENTS

Attention is directed to Attachment 4, “Insurance Requirements”, of these special provisions.

ATTACHMENT 1

ATTACHMENT 1

NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS

Statement of Purposes

It is the Policy of the City of San Jose that **no discrimination or preferences** shall be permitted in the subcontracting of the City of San Jose construction contracts. Studies have demonstrated that there has been a pattern of discrimination against certain minority groups and women by contractors in the subcontracting of public works contracts. All contractors shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of the City of San Jose contracts. Any contractor who so discriminates or gives preferences shall be deemed not to be a responsible bidder in accordance with City of San Jose Charter Section 1217.

SECTION I -- REQUIREMENT

These provisions, entitled, “**NONDISCRIMINATION / NONPREFERENTIAL TREATMENT APPLICABLE TO CONTRACTS FOR PUBLIC WORKS CONSTRUCTION PROJECTS**” are incorporated in and made part of the Special Provisions.

In addition, each bidder must - as part of its “PROPOSAL TO CITY OF SAN JOSE” for this project - declare under penalty of perjury that in listing subcontractors in its bid it has not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. See, PROPOSAL TO CITY OF SAN JOSE.

SECTION II -- CONFLICT WITH APPLICABLE FEDERAL OR STATE LAW

In the event that a particular City public works contract is funded or required to be approved in whole or in part by the State or Federal government and any provision contained herein is inconsistent with any applicable state or federal statutes, rules or regulations, orders or controlling policies pertaining to such funding or approval, to the extent that any such provision is inconsistent, it shall not apply to the contract. To the extent a Federal project requires an MBE/WBE Program, the Program set forth in Resolution #67001 shall be applicable.

SECTION III -- VIOLATION OF SECTION

Be aware that any Prime Contractor who discriminates or gives preferences is in violation of Chapter 4.08 of the San Jose Municipal Code. Any such violation, in addition to all other remedies set forth in the Municipal Code, is further subject to the provisions of the San Jose Municipal Code, Chapter 4.10 of Title 4, Debarment of Contractors From City Contracts

ATTACHMENT 2
(NOT USED)

ATTACHMENT 3

ATTACHMENT 3

CONTRACT PROVISIONS IMPLEMENTING CHAPTER 4.08 OF THE SAN JOSE MUNICIPAL CODE

In the performance of this Agreement:

1. Prohibition on Discrimination and Preferential Treatment.

Contractor shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

2. Compliance Reports.

If directed by the Compliance Officer of the City, Contractor shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether Contractor or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this Agreement and Chapter 4.08 of the Municipal Code.

3. Failure to Comply With Nondiscrimination Provisions.

If the Compliance Officer determines that the Contractor has not complied with the nondiscrimination or nonpreference provisions of this Agreement, the City may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject Contractor and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

4. Subcontracts.

Contractor shall include provisions 1 through 3, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.

5. Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the Contractor has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Contractor or other governmental agency are substantially the same as those imposed by the City.

ATTACHMENT 4

ATTACHMENT 4

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

D-1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Professional Liability Errors and Omissions insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Management.

D-2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Professional Liability Errors and Omission: \$1,000,000 per occurrence/aggregate.

D-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D-4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, agents and contractors

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

D-5 Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

D-6 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages. This proof of insurance shall then be mailed to:

**CITY OF SAN JOSE – HUMAN RESOURCES,
Risk Management,
200 East Santa Clara Street 2nd Floor Wing
San Jose, CA 95113-1905**

D-7 Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT 5

ATTACHMENT 5

CONTRACT PROVISIONS FOR PREVAILING WAGES

PREVAILING WAGES

Attention is called to the fact that State of California Prevailing Wage Rate requirements apply to this project. Copies of the General Prevailing Wage Determinations ([DIR Wage Index 2011-1](#)) made by the California Director of Industrial Relations are available at the Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San Jose CA 95113-1905. All questions regarding prevailing wage requirements are to be directed to the Office of Equality Assurance at 408-535-8430.

Alternate workweek schedules that allow employees to work more than eight (8) hours per day without overtime pay are **not permitted** on public works construction contracts. **Please see attached DIR May 10, 2007 IMPORTANT NOTICE TO AWARDDING BODIES AND INTERESTED PARTIES REGARDING OVERTIME ON PUBLIC WORKS.**

Effective January 2, 2002, a Congestion Zone Fee (CZF) is required to be paid to each Ironworker [refer to Ironworker Master Agreement, under Travel & Subsistence Provisions, Parking Fee]. The CZF is \$8.00 per worker/per day. The CZF is to be included on the contractors' certified payroll reports under the Travel & subsistence column. Failure to pay the CZF will result in a prevailing wage violation requiring the contractor to make restitution to the affected worker(s). Additionally, liquidated damages will be assessed.

The appropriate craft classification for welding is **Ironworker [DIR Wage Index Page 2]**.

The appropriate craft classification for operating directional boring machine, bobcat, forklift, pilot car and skip loader (up to and including ½ cubic yard) is **Operating Engineer [DIR Wage Index Pages 39, 40A, 42]**. **Please see Page 48 – DIR July 15, 2002 NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE NORTHERN CALIFORNIA LABORERS' GENERAL PREVAILING WAGE DETERMINATION.**

Installation of draperies, blinds, shades and awnings under a construction contract is subject to prevailing wage requirements. The appropriate craft classification is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for on-going construction clean-up is **Laborer Group 3 [DIR Wage Index Pages 49-50]**.

The appropriate craft classification for final construction clean-up is **Laborer Group 4 [DIR Wage Index Pages 49-50]**.

The appropriate craft classifications for streetlight and traffic signal projects and parking lots are:

- Installation of poles, pull ropes, all conductors, signal display/fire preemption/traffic camera/service/special electrical equipment, luminaries, splicing of conductors and installation of loop conductors is **Electrician: Inside Wireman, Technician [DIR Wage Index Page 145]**

- General labor work, installation of conduit **under direct supervision of Electrician: Inside Wireman, Technician**, installation of pull boxes and assisting in placing concrete is **Laborer: Group 3. Laborers are not allowed to install, pull or handle conductors.**
- Operating boom truck, Bobcat, backhoes, concrete saws, pavers, boring machines, augers and rollers is **Operating Engineer (Heavy and Highway Work) [DIR Wage Index Page 39]**
- Placing, floating and finishing concrete is **Cement Mason [DIR Wage Index Page 53]**

Please note the following classifications are not allowed on City of San Jose public works construction contracts:

Asbestos Worker, Heat and Frost Insulator
 Hazardous Material Handler Helper
Parking and Highway Improvement Painter (Painter)
 Trainee Step 1 (First 2,000 Hours)
 Trainee Step 2 (Second 2,000 Hours)
 Trainee 3 (Third 2,000 Hours)
Slurry Seal Worker
 Traffic Controlperson
Landscape Maintenance Laborer
Carpet, Linoleum
 Floor Covering Handler Less Than 3 Years
 Floor Covering Handler Trainee, First 3 Months
 Floor Covering Handler Trainee, Second 3 Months
Electrician
 Material Handler, Fourth Six Months
 Material Handler, Third Six Months
 Material Handler, Second Six Months
 Material Handler, First Six Months
Plumber
 Underground Utility Tradesman
 Landscape Tradesman I
 Landscape Tradesman II
 Construction Tradesman (Year 2)
 Construction Tradesman (Year 3)
 Construction Tradesman (Year 4)
 Construction Tradesman (Year 5)
Water Well Driller
 Helper

In the performance of this Agreement:

I. Standards of Responsibility: Prevailing Wages (Municipal Code 4.10.200)

The city requires in all of its procurement procedures that all persons who submit bids, proposals or offers

to enter into a contract with the city to do so truthfully and in good faith, and shall not attempt to mislead the city with respect to the following including, but not limited to, records regarding the nature or quality of the work performed under the contract, payroll records, classification of employees on payroll records, and payment of prevailing wages where called for by the contract.

II. Remedies For Contractor's Breach Of Prevailing Wage/Living Wage Provisions

A. General: Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Contract, it is required to pay workers either a prevailing or wage ("Wage Provision") and to submit certain documentation to the City establishing its compliance with such requirement ("Document Provision"). Contractor further acknowledges the City has determined that the Wage Provision promotes each of the following (collectively "Goals"):

1. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
2. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
3. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose. It increases the ability of such workers to attain sustenance, decreases the amount of poverty, and reduces the amount of taxpayer funded social services in San Jose.
4. It increases competition by promoting a more level a more level playing field among contractors with regard to the wages paid to workers.

B. Withholding of Payment: Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Provision and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Prevailing Wage Provision.

In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Provision, is an express condition of the City's obligation to make each payment due the Contractor pursuant to this Contract. The City is not obligated to make payment due the contractor until contractor has performed all of its obligations under these provisions.

Any payment by the City, despite Contractor's failure to fully perform its obligations under these provisions, shall not be deemed to be a waiver of any other term or condition contained in this contract or a waiver of the right to withhold payment for any subsequent breach of the Wage Provision or the Documentation Provision.

C. Liquidated Damages For Breach Of Wage Provision: Contractor agrees its breach of the Wage Provision would cause the City damage by undermining the Goals, and the City's damage would not be remedied by contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid.

The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Provision would be impracticable and/or

extremely difficult. Therefore, the parties agree that, in the event of such a breach, Contractor shall pay to the City as liquidated damages the sum of three (3) times the difference between the actual amount of wages paid and the amount of wages that should have been paid.

- D. Audit Rights: All Records or documents required to be kept pursuant to this contract to verify compliance with the Wage Provision shall be made available at no cost to the City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to the City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this contract.

TECHNICAL SPECIFICATIONS

FOREWORD

Except as noted otherwise, the 2009 Edition of the American Public Works Association (APWA) Standard Specifications for Public Works Construction (Greenbook) shall supersede the previous edition of the Greenbook as an incorporated reference for Sections 1207 through 1503 of these Special Provisions. References thereto shall be to the "Greenbook."

SECTIONS 1 AND 2 NO SPECIAL PROVISIONS

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1 Contract Bonds. – Contract bonds shall be conformed to Section 3-1.02, "Contract Bonds" of the Standard Specifications and these Special Provisions.

All bond fees shall be paid by the Contractor and be included in the "Overhead and Profit" as described in Section 9 of this Technical Specifications and the Schedule of Quantities.

SECTION 4 SCOPE OF WORK

4-1 General. – The work shall conform to Section 4, "Scope of Work," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish all materials, labor, tools, equipment, supervision, transportation, handling, storage, coordination traffic control, permits, licenses, and other items and services that are required to complete the work successfully. The work consists of a series of individual projects to maintain, repair and improve the existing sewer system and other utility infrastructures in the City which may include emergency type projects.

Typical projects will include, but not limited to, the following types of work:

- Pipeline and manhole emergency repairs
- Pipeline rehabilitation with Cure-In-Place Pipe (CIPP) liner and other approved rehabilitation products
- Manhole rehabilitation with CIP materials and other approved rehabilitation products
- Pumping and/or diversion of sewer flows
- Temporary traffic control
- Manhole cover readjustment or repair
- Repair/rehabilitate/upgrade pump station equipment

- Reconstruction and restoration of pavement or roadways
- Pavement grinding, patching, striping, etc.
- Concrete formwork for restoring and reconstruction of curbs, gutters, sidewalks, curb ramps, driveways, and park strips, etc.
- Trenching for the installation of electrical conduits
- Supported activities and other miscellaneous work related to sanitary and storm drain sewer systems including, but not limited to, closed-circuit television (CCTV) inspection, flow monitoring, manhole and pipeline inspection, cleaning and removal of debris, testing, coordinating with other agencies to obtain construction permits, etc.

Payment for all the work listed herein will be made by force account as provided in Section 9, Measurement and Payment, of this Special Provisions.

For each individual project the following will apply:

- 1) The City of San Jose will issue an individual Notice To Proceed for each individual project
- 2) Individual projects will be paid as described in Section 9 of the City's Standard Specifications and, specifically Partial Payments for each individual project will be paid as described in Section 9-1.06 of the City's Standard Specifications.

Attention is directed to Section 5-1, "Order of Work," of this Special Provisions for Cost Estimate and Work Plans requirements.

4-2 City-Furnished Work. – City furnished work will consist of:

1. Construction Staking:

Only when required and per the approval of the Project Manager, the City Survey Section will furnish all construction staking for this project and will provide one (1) set of construction stakes in accordance with the order of work. The Contractor shall make all requests for construction stakes to the City Survey Section via the Project Inspector. Requests shall be made at least **three (3) working days** prior to the Contractor's need for the stakes and shall be made in writing on forms supplied by the City Survey Section. The City will be the sole judge of the adequacy and sufficiency of the stakes and marks for the purpose for which they are set.

The Contractor shall save and protect these construction stakes, as well as any project survey control points. Any re-staking or resetting of control points will be done by the City Survey Section at Contractor's expense and the corresponding cost of re-staking will be deducted from the Contractor's pay letter.

The City Survey Section will also perform surveying work associated with monument preservation per Section 81 of the Special Provision, if necessary.

SECTION 5 CONTROL OF WORK

5-1 Order of Work. – Attention is directed to Sections 5-1.05, "Order of Work," and 8-1.04, "Progress Schedule," of the Standard Specifications and these Special Provisions.

The City shall issue Project Plans detailing all the work to be included in the Project. The Contractor shall provide to the Engineer a cost estimate, work plans, and a defined number of working days for performing all work per the Project Plans and this Special Provisions. The cost estimate shall be itemized to show all costs related to labor, materials, equipment, and special forces for each and every task to be performed by the Contractor to comprehensively complete the Project. At the discretion of the Project Manager, the Contractor shall be required to provide the cost estimate in one of the following formats:

- Time & Materials with a Maximum Not to Exceed
- Unit Price
- Lump Sum Price

The City reserves the right to negotiate on the Maximum Not to Exceed amount, Unit Price and Lump Sum Price.

The work plans shall be in Critical Path Method (CPM) format with accompanying bar chart setting forth the sequence in which construction will proceed. The Contractor shall submit the cost estimate and work plans to the Engineer for review within five (5) working days from the date of the Project Plans issuance.

The Engineer, in his sole discretion, reserves the right to reject or accept the proposed cost estimate and work plan.

No work shall be performed before the Engineer approves the cost estimate and work plans.

In addition, the Contractor shall submit an updated CPM schedule for review along with the monthly request for partial payment. The City may, at its sole discretion, withhold partial payment until an updated CPM schedule is submitted.

For rehabilitation, the Contractor shall perform the following as the first order of work:

1. The Contractor shall perform field measurements to verify the inside diameter of the existing sewer lines (prior to ordering rehabilitation products) so that the liner can be properly sized. Submit field measurements to the engineer for review prior to ordering rehabilitation products.
2. Contractor shall successfully perform trial diversion(s).
3. Contractor shall clean and video inspect the existing sewer line prior to installing the pipe liner, including sanitary sewer lines that will be used during the sewage diversions. Submit a copy of the video (DVD) to the engineer for review.

The Contractor shall submit to the Engineer a daily work report of manpower and equipment used. The daily work report form to be used is located in Appendix A, "Daily Work Report Form." Daily work reports shall be due to the Engineer at the beginning of the next working day. If a daily work report is not submitted, work shall be suspended while working days will still be counted until such report is provided.

5-2 Project Appearance. – Project appearance shall conform to Section 5-1.15, "Project Appearance," of the Standard Specifications and these Special Provisions.

The Contractor shall use only chalk-based marking paint for all construction information painted on the street, sidewalks, or any other visible surface.

Broken Portland cement concrete, asphalt concrete, soil, debris, and any other waste material developed during construction shall be placed on a plastic sheet or tarp and shall be disposed of concurrently with its removal. Stockpiling shall be permitted only with the prior written approval of the Engineer and only in authorized locations.

The Contractor shall sweep the streets within the project area with a power pickup sweeper and the streets washed down using a high-pressure washer a minimum of once daily, or as directed by the Engineer, for the duration of the project. A Wet/Dry vacuum shall be used to vacuum sawcut slurry.

The Contractor is advised that the disposal of solid waste, sewage, industrial waste, or other polluted waters into the public storm drain system is prohibited under San José Municipal Code Sections 9.10.410, 13.44.190, and 15.14.510-515, and under California State Fish & Game Code Section 5650. Any fines or penalties levied against the Contractor for violation of the above and related regulations are the sole responsibility of the Contractor. The Contractor shall submit a Storm Water Pollution Prevention Plan (SWPPP) which details how the Contractor will prevent dirt and debris from entering the storm system. Contractor shall implement stormwater management best management practices in accordance with the Bay Area Association of Stormwater Agencies' (BAASMA) "Blueprint for a Clean Bay – Best Management Practices to Prevent Stormwater Pollution from Construction-Related Activities." A copy of the "Blueprint for a Clean Bay" can be downloaded from the City of San Jose Environmental Services Department website: http://www.sanjoseca.gov/esd/PDFs/Blueprint-for-a-Clean-Bay_2004.pdf or call (408) 945-3000 for more information.

SECTION 6 CONTROL OF MATERIALS

6-1 City-Furnished Materials. – Attention is directed to Section 6-1.02, "City Furnished Materials," of the Standard Specifications and these Special Provisions.

City furnished materials for this project will consist of frame, cover and stamped brass marker disc for construction of new Standard City Monuments, if necessary.

6-2 Submittals. – The Contractor shall submit **one (1) original** and **two (2) copies** of all submittals to the Engineer. Each submittal item shall include a colored Contractor Submittal Summary form, of which an original will be provided by the City. The forms shall be filled out completely and legibly.

The initial set of submittals (an original and one set of copies) shall be bound in three-ring binders that are at least two inches in thickness and include edge tabs that index all submittals. The remaining copy of the initial submittals shall be submitted in loose-leaf form. Subsequent re-submittals, including the original and all copies shall be submitted in loose-leaf form.

The Contractor shall submit the following items to the Engineer, for review, within five (5) working days after the issuance of the Project Plans and prior to beginning of work:

ITEM DESCRIPTION**SPECIFICATION SECTION**

1. Cost Estimates	5-1
2. Work Plans with Construction Schedule	5-1
3. Daily Work Report Form	5-1
4. Storm Water Pollution Prevention Plan (SWPPP)	5-2
5. Material Submittal List	6-3
6. Tow-Away Permits	7-1
7. Hazardous Materials Storage System Permit	7-1
8. Permits	7-1
9. Site Video Inspection DVDs	7-2
10. Notices to Residents, School and Businesses	7-3
11. Designation of Site Safety and Health Officer(s)	7-4.1
12. Traffic Control Plan	12-1
13. Schedule for Traffic Detours for Street Closure	12-1
14. Qualifications of Arborist or Tree Surgeon	16-2
15. Water Supply Plan	17-1
16. Temporary Signals and Lighting	86-1
17. Trench Sheet piling, Shoring, and Bracing Plan	1302-4
18. CAL/OSHA Excavation Permit	1302-4
19. Trench Dewatering	1302-5
20. Odor/Noise Mitigation Plan	1501-2
21. Sewage Diversion and/or Pumping Plan	1501-3.2
22. Sewage Diversion Contingency Plan	1501-3.2
23. Plan for Construction of Transition Sections	1501-5
24. Cured-In-Place Pipe (CIPP) Liner Details	1502-1.2
25. Testing Laboratory's Qualifications	1502-1.6

6-3 Material Submittal List. – The names of the manufacturers/producers of the materials proposed by the Contractor for use under this contract shall be submitted to the Engineer, for review prior to beginning of work. The manufacturer's/ producer's, materials, test results, specifications and/or certificates of compliance shall be submitted for all applicable products on the list, and shall be dated no earlier than six months from the award date.

The Contractor shall submit the following items to the Engineer, for review, within five (5) working days after the issuance of the Project Plans and prior to beginning of work:

ITEM DESCRIPTION**SPECIFICATION SECTION****Road Material**

26. Class 1 Aggregate Subbase	25-1
27. Class 3 Aggregate Base	26-1
28. Deep Lift Asphalt Base	30-1
29. AC Base, Type A, ¾-inch Maximum Gradation, Coarse Class	39-1
30. AC Surface, Type A, ¾-inch Maximum Gradation, Medium Class	39-1
31. Class A and Class D Portland Cement Concrete	73-1
32. Materials for Traffic Stripes & Pavement Markings	84-2
33. Prime Coat	94-1
34. Tack Coat	94-2
35. Fog Seal	94-3

Pipe and Fittings

36. Reinforced Concrete Pipe (RCP)	1207-1.1
37. Vitrified Clay Pipe (VCP) and Fittings Class ES	1207-1.2
38. High-Density Polyethylene (HDPE) Solid Wall Pipe	1207-1.3
39. Ductile Iron Pipe (DIP) and Fittings	1207-1.4

Hydraulic Items

40. Class I Bedding	1301-1, 1305-1
41. Geotextile	1301-5
42. Controlled Density Fill	1301-7
43. Class A, Type II Modified or Type V PCC Manhole Bases & Sections	1305-1
44. Metal Manhole Frame and Cover Castings	1305-1
45. Quick Setting, Non-shrink Grout	1501-5, 1501-7
46. Concrete Bonding Agent	1501-5

CIPP Liner:

47. Material Properties	1502-1.2, 1502-1.3
48. Manhole End Seal	1502-1.4
49. Installation Plan & Procedure	1502-1.4
50. Third Party Testing Qualifications	1502-1.6
51. Infrared Spectrography, Chemical fingerprint	1502-1.6

Manhole Rehabilitation:

52. Certification	1503-1
53. Materials	1503-3
54. Acceptance Testing	1503-7

6-4 Additional Submittals. – The lists of Sections 6-2, “Submittals,” and 6-3, “Material Submittal List,” are intended to be comprehensive but no claim for their completeness is implied, and submittal of each and every item on the lists shall not relieve the Contractor of supplying all information needed, or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added to the list supplied.

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY

7-1 Permits. – The Contractor shall comply with Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these Special Provisions.

The Contractor shall apply for the required encroachment permits, tow-away permit, tree removal permit, potable water exemption permit and/ or hazardous materials storage system permit from the applicable agencies (with copies of the form and application submitted to the Engineer) within **five (5) working days** after the issuance of the Project Plans and prior to beginning work. The Contractor shall submit copies of the permits, once issued, to the Engineer. No additional time schedule will be granted to the Contractor for any delays resulting from the processing of these permits.

A City of San José “Tow-Away Permit” is required if the traffic control plan requires the elimination of street parking. A copy of the permit and fee schedule is included in **Appendix B**, “City Of San José Tow-Away Permit And Fee Schedule Information.” Permits may be obtained, and associated fees paid, at:

Department of Transportation, 200 E. Santa Clara Street, San José, CA 95113, 1st Floor.
Telephone no.: (408) 535-8290.

If the construction work will require any street trees to be trimmed, Contractor shall obtain a “Street Tree Permit” from the City of San Jose Department of Transportation. Applications for Street Tree Permits are available by calling the **Department of Transportation’s Arborist’s Office at (408) 277-2762 or email at arborist@sanjoseca.gov**. There is currently no fee for a Street Tree Permit; however, it is the Contractor’s responsibility to obtain fee information updates by calling the City Arborist’s Office.

If potable water is proposed to be used for this project, the purpose(s) shall conform to, and a “Potable Water Exemption Permit” shall be obtained in accordance with Section 17, “Watering,” of these special provisions. A copy of the Exception Application is included in **Appendix C**.

A City of San José “Hazardous Materials Storage System Permit” may be required for various construction activities. Requirements and fee schedule for storage of diesel fuel are included in **Appendix D**. The Contractor shall be responsible for verifying the actual permitting fees by calling the below number. It is the Contractor’s responsibility to follow any additional requirements as required by the 2002 California Fire Code. Additional information and permits may be obtained at: **San José Fire Department Hazardous Materials Program, 200 E. Santa Clara Street, San José 95113. Telephone no.: (408) 535-7750.**

7-2 Preservation of Property. – The Contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property," of the Standard Specifications and these Special Provisions.

The Contractor shall submit video DVDs of the job site to the Engineer, for review, prior to the start of construction, for the purpose of providing a record of existing conditions. Only DVD format and new DVDs shall be used. Each DVD shall be labeled and dated appropriately. The DVD shall provide a view encompassing the entire project area, for all construction activities including at a minimum, the proposed excavation areas and contractor’s staging area, with sufficient clarity and scope to the satisfaction of the Engineer. The Contractor shall submit these DVD with a written log noting any existing defects or irregularities in the existing pavement. The log shall also state the location (by station), date, and time the DVDs were made. Upon receipt by the Engineer, the DVDs shall become the property of the City.

If the Contractor plans to drive sheeting, the Contractor shall video inspect nearby structures prior to driving the sheeting. This video inspection shall be included in the site DVDs above, and shall be accompanied by a similar log which notes street address and existing defects or irregularities.

7-3 Notification of Residents, Schools and Businesses. – The Contractor shall notify, in writing, residents, schools and businesses within 300 feet radius of project limits, a minimum of **two (2) times** prior to start of construction. The first notice shall be given to all residents, schools and businesses within the project area **seven (7) calendar days** prior to any construction operation. If diversion pumping is required outside the project area, notification should be given to residents, schools, and businesses adjacent to the pumping operations, at least **48 hours** prior to any construction operation being performed in front of said residents, schools and businesses. The second notice shall be given to residents, schools, and businesses **48 hours** prior to any construction operation. Both notices shall be in writing and shall be submitted to the Engineer for review.

Notices shall include the project name, describe the nature and duration of the Contractor’s operations, and provide a toll-free telephone number at which a Contractor’s representative may be contacted 24

hours per day for problems or emergencies encountered by residents and/or businesses. Answering machines and voice mail shall not be permitted.

The notices shall not contain any request for residents or businesses to minimize or eliminate sewage flow.

A separate notice shall be given at least **48 hours** prior to any anticipated service/utility disruption or temporary closure of access to any driveway. The notice shall indicate the duration of the disruption. The Contractor shall submit a written request to the Engineer regarding the temporary closure of access to any driveway. No driveway access shall be closed by the Contractor at any time without prior written authorization from the Engineer.

If construction operations are delayed for any reason beyond the duration stipulated in the notices, the Contractor shall re-issue written notices which explain the delay and provide a revised schedule. All written notices to residents, schools and businesses shall be submitted to the Engineer for approval per Section 6, "Control of Materials," of these Special Provisions.

7-4 Safety and Health Provisions. – The Contractor shall conform to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications and these Special Provisions.

The sanitary sewers in this contract convey sanitary sewage and certain substances that may be hazardous. These substances may include hydrogen sulfide, a natural gaseous byproduct of sanitary sewage; sodium hydroxide (caustic soda), and ferrous and ferric chloride (iron chlorides), which may be used to control odors in sewers. The Contractor shall exercise extreme caution and comply with all OSHA and CAL/OSHA requirements when working in the sewers or in the vicinity of hazardous substances.

All manhole entry shall be in compliance with the confined space entry requirements of CAL/OSHA, Santa Clara County, and City of San José. Contractor shall coordinate emergency retrieval procedures with local emergency service providers.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the work and ensures compliance to all applicable safety and health regulations of federal, state, and local agencies.

7-4.1 Safety of Persons and Property. – The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damages, injury or loss to:

1. All employees, City personnel, residents on the project, and all others who may be affected thereby; and
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Contractor's subcontractors; and
3. The work of the City or other contractors.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Contractor shall designate a Site Safety and Health Officer who is a responsible member of the Contractor's organization and whose duty shall be the prevention of accidents. The Contractor shall submit the name of the Site Safety and Health Officer to the Engineer in writing. The Site Safety and Health Officer shall be responsible for preparation of a Health and Safety Plan.

The Health and Safety Plan shall detail the Contractors safety committee(s), safety rules, safety training, enforcement procedures, incentives, accident procedures and investigations, inspections, safety equipment and maintenance, hazardous materials (i.e asbestos pipe) handling procedures, emergency action plan(s), alcohol and drug policies, confined space entry procedures, certification program and emergency retrieval procedures, 911 and emergency rescue services within jurisdiction of the work area, health providers and hospital emergency near the work site.

7-5 Coordination with Other Contractors Working in the Area. – The Contractor shall conform to the provisions of Section 7-1.14, "Cooperation," and Section 7-1.145, "Mutual Responsibility of Contractors," of the Standard Specifications and these Special Provisions.

7-6 Archaeological Monitoring. – Should evidence of prehistoric cultural resources be discovered during construction, work within 50 feet of the find shall be stopped to allow adequate time for evaluation and mitigation by a qualified professional archaeologist. The material shall be evaluated and if significant, a mitigation program including collection and analysis of the materials at a recognized storage facility shall be developed and implemented under the direction of the City's Environmental Principal Planner.

As required by County ordinance, this project has incorporated the following guidelines: Pursuant to Section 7050.5 of the Health and Safety Code, and Section 5097.94 of the Public Resources Code of the State of California in the event of the discovery of human remains during construction, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains. The Santa Clara County Coroner shall be notified and shall make a determination as to whether the remains are Native American. If the Coroner determines that the remains are not subject to his authority, he shall notify the Native American Heritage Commission who shall attempt to identify descendants of the deceased Native American. If no satisfactory agreement can be reached as to the disposition of the remains pursuant to this State law, then the land owner shall re-enter the human remains and items associated with Native American burials on the property in a location not subject to further subsurface disturbance.

In the event that archaeological monitoring is deemed necessary, the Contractor shall retain the services of a qualified archaeologist to monitor all earth-moving excavation activities and observe for any signs or evidence of archaeological artifacts or Indian burial sites. Contractor shall submit to the Engineer the name and qualification of the archeologist he/she intends to retain. A list of qualified archaeological consultants can be found at the City of San José, Planning Department.

The archaeologist shall examine and evaluate the contents of any prehistoric cultural resources discovered, and if evaluation of the evidence is significant, the archaeologist shall immediately report his/her findings to the Engineer. The Engineer shall have 48 hours to determine the extent of the affected area and/or the validity of the discovery. Said 48-hour work stoppage shall be at no additional cost to the City of San José. Any additional delays that the Contractor suffers shall be treated as specified in Section 7-1.27, "Archaeological and Paleontological Rights," of the Standard Specifications.

SECTION 8 PROSECUTION AND PROGRESS

8-1 Subcontracting. – Delete the third paragraph of Section 8-1.01, “Subcontracting,” of the 1992 City of San José Standard Specifications.

8-2 Public Utility Coordination, Materials, Installations and Relocations. – All relocations of apparent or discovered utility lines (e.g., AT&T, PG&E, SJWC, etc.) shall be accomplished by the forces of the appropriate utilities. The Contractor shall notify the appropriate utility at least 48 hours in advance of working in the vicinity of any utilities in the project area.

Existing utilities shown on the plans are for information only and their locations are approximate. The Contractor shall assume full responsibility for the location of all existing utilities, whether or not shown on the plans, prior to the commencement of any construction activity (e.g., excavation, clearing & grubbing, etc.) which may damage any existing utilities. Furthermore, the Contractor shall protect and assume liability for all existing utilities, whether or not shown on the plans, and any newly installed structures and lines from damage by contractor’s forces for the duration of the construction period (from the date of Notice to Proceed until the date of Final Acceptance).

The Contractor must allow utility companies to rewrap their utilities. All exposed existing or new telephone, gas, water electricity or other public utility facilities shall receive an envelope in all directions of 12 inches of sand surrounding said utility(s) within the backfill area. This envelope shall be placed by the Contractor. All utilities must be supported by the Contractor when trench is opened.

8-2.1 Obstructions. – Attention is directed to Section 8-1.10, “Utility and Non-Highway Facilities,” and Section 15, “Existing Facilities,” of the Standard Specifications and these Special Provisions. The City shall not be responsible for any impact to the Contractor of any restrictions that may be caused by the work of other agencies, or the requirements thereof.

In the event that gas, electricity, telephone, water or other utility facilities are encountered, the Contractor shall immediately notify the Engineer and make the necessary coordination to have these structures (vaults, manholes, risers, valves, etc.) removed, relocated, and/or adjusted as necessary by the respective utility company unless specified in these Special Provisions.

The storm and sanitary manholes, water valves, and monument covers shall be adjusted to grade by the Contractor as specified in these Special Provisions. The Contractor shall also notify and coordinate with utilities to raise and/or adjust vaults, cabinets, etc. to grade.

The Contractor is required to cooperate with forces engaged in utility work and shall schedule and conduct his own work in such a manner as to avoid any unnecessary delay or hindrance to the work of the utility companies.

If the Contractor causes damage to Traffic Signal Communication Cable(s), the Contractor shall replace at no cost to the City the complete run of Traffic Signal Communication Cable(s) to the next controller. No splicing of Traffic Signal Communication Cable(s) shall be allowed at pull box. No time extension shall be granted to re-pull/replace Traffic Signal Communication Cable(s).

SECTION 9 MEASUREMENT AND PAYMENT

9-1 General. – Measurement and Payment shall conform to Section 9, "Measurement and Payment," of the Standard Specifications and these Special Provisions.

The Contractor will be paid for labor, materials, equipment rentals, and special forces on Force Account basis. The Contractor shall meet with the Engineer prior to commencing any force account work and shall submit for approval a list of man, equipment, and materials required for the work and all costs associated with these items.

Original invoices or material tags shall be submitted to the Engineer the day materials are delivered to the site. No material tags or invoices will be accepted for payment unless the Engineer receives them the same day the Contractor receive them. Force account records are required for all work performed. Records shall be submitted on approved daily work report form provided by the City of San José. Any proposed forms by the contractor shall be submitted to the Engineer for approval prior to the beginning of the work.

When special forces are required, Contractor shall follow Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications and these Special Provisions. Contractor shall solicit and obtain cost proposals from a minimum of three (3) special forces and submit to the Project Manager for review and approval.

The Contractor shall submit a certified payroll report identifying all payments made to its worker along with the monthly request for partial payment or at the request for final payment. No payment will be made until proper certified payroll reports are submitted.

9-2 Overhead and Profit. – The "Overhead and Profit" shown on the Schedule of Quantities, under "Overhead and Profit" shall supercede all mark-up percentages for labor, materials, equipment rental and subcontractors/special forces identified in Section 9-1.03 of the Standard Specifications. "Overhead and Profit" shall also include profit and all other indirect overhead costs including but not limited to contract bonds fees, office expenses and other incidentals required to perform the work.

MISCELLANEOUS

SECTION 10 DUST CONTROL

10-1 General. – Dust control shall be as specified in Section 10, "Dust Control," of the Standard Specifications and these Special Provisions.

The Contractor shall provide a water truck for dust control during construction hours when excavation and/or backfill operations and other operations causing dust, including clean-up operations, are being conducted.

SECTION 11 MOBILIZATION

11-1 General. – Mobilization shall conform to Section 11, "Mobilization," of the Standard Specifications and these Special Provisions. Such work shall include, but not be limited to, the following items:

1. The Contractor shall arrange for and erect a work and storage area. The Contractor is responsible for making arrangements to acquire or rent a yard to keep their equipment and materials, so as to cause the least possible impact to the neighborhood and public.
2. The Contractor shall complete acceptance by the Engineer of submittals of items listed on the submittal lists of Sections 6-2, "Submittals," and Section 6-3, "Material Submittal List," of these Special Provisions.

SECTION 12
CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

12-1 Traffic Control. – Traffic control shall conform to the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specification and these Special Provisions.

Construction shall be organized so as to cause the least possible inconvenience to traffic. Traffic control and detours used shall conform to the principles set forth by the current edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) by STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) and as directed by the Engineer. The Contractor shall provide all required signs, barricades, lights, high-level flag trees and devices. The Contractor shall restrict construction activities to the following hours:

Schedule of Working Hours		
Construction Location	Working Days	Working Hours
Small Local Streets	Monday through Friday	8:30 a.m. to 4:30 p.m.
Major Roadways	Monday through Friday	9:00 a.m. to 3:30 p.m.
Business District Areas and/or Downtown San José	Monday through Friday	9:00 a.m. to 3:30 p.m.
No work shall be performed on Saturdays, Sundays, or designated legal holidays unless otherwise designated below.		

Exceptions may be made, at the Engineer's discretion, to allow work at other times and on other days if required for the Contractor's operations. In such cases, the Contractor shall have an alternate work schedule reviewed and authorized by the Engineer prior to commencement of work.

GENERAL REQUIREMENTS:

1. The Contractor shall maintain property and pedestrian access at all times. No driveway access shall be closed by the Contractor at any time without prior written authorization from the Engineer.
2. The Contractor shall submit a traffic control plan to the Engineer for review, including any requests for alternate work schedules or work hours. The plan shall show the location of any advance warning signs, arrow boards, delineators, and telescoping flag trees which will be employed relative to the working area. The plan shall also indicate locations where certified flaggers and/or uniformed San José Police Officers will be used for directing traffic through the construction zone as per Section 12-1.05 of the Special Provisions. The Director of Public Works reserves the right to require the use of Police Officers when conditions warrant.
3. The Contractor shall maintain temporary AC surface to provide safe and comfortable passage for pedestrian and vehicular traffic.
4. The Contractor shall install and maintain C18 "ROAD CONSTRUCTION AHEAD" and C13 "END CONSTRUCTION" signs seven (7) feet high on 4" x 4" wood posts or a convenient electrolier standard at the ingress and egress of the project area. Signs must be a minimum of 300 feet in advance of the construction area on all the approach streets.

5. At the request of the Engineer, the Contractor shall fabricate, install and maintain Project Information Signs at each end of the work site (Appendix F). The project information signs shall describe the project name, 24 hours/day contact telephone number as described in Section 7-3 "Notification of Residents, Schools and Businesses" of this special provision, and other related information. The information signs shall be securely mounted on barricades or electroliers (where permitted) and be visible to all pedestrian and vehicular traffic entering the construction site. **Contractor shall return all project information signs to the City at the completion of the project.**
6. At the end of each day, all trench or access pit excavations shall be either backfilled in accordance with Section 1301-4, "Bedding and Backfill," of the Standard Specifications, or covered with traffic rated non-skid steel plates. The steel plates shall be countersunk flush with the adjacent grade to provide a smooth surface if the plates are located within the traveled way of the road. Cutbacks shall be applied in gaps and/or at edges. Adjoining plates shall be tack-welded where the plates meet. Plates located outside of the traveled way shall be held in place by placing temporary asphalt around all edges.
7. No construction equipment and/or materials will be allowed to be parked, stored or stockpiled within any traffic lanes in the public right of way after work hours.
8. Contractor shall provide electric arrow board(s) for any lane closures and reductions.

SPECIAL REQUIREMENTS:

1. The Contractor shall be responsible for providing and maintaining all temporary traffic control and safety devices, including all personnel necessary for effectively directing vehicular, pedestrian and bicycle traffic through the construction zone. The Contractor assumes sole and complete responsibility for the job and site conditions, including safety of all persons and property, from start until final acceptance of the project. This requirement shall apply continuously twenty-four (24) hours per day and shall not be limited to normal working hours.
2. Streets shall not be closed unless authorized by the Engineer in writing at least one week prior to the requested date. If street closure is approved, Contractor shall notify the following 48 hours prior to the street closure:
 - a. City's project manager and inspector
 - b. Santa Clara Valley Transportation Authority, Operations Control Center, (408) 546-7616
 - c. City of San José Police Department, (408) 277-8995 or (408) 277-8900
 - d. City of San José Fire Department, (408) 277-8991
 - e. City of San José Garbage, Recycling, and Tree Trimming Haulers
 - Garden City Sanitation (Garbage) at (408) 988-4500
 - California Waste Solution (Recycling) at (408) 213-7800
 - Green Waste Recovery (Yard Trimmings) at (408) 283-4800
 - Green Team (Garbage & Recycling, West San José only) at (408)282-4400
 - f. Affected School Districts,
 - g. Impacted residents and businesses,

If emergency or urgent street closures are required, the Contractor shall notify:

- a. City of San José Police Department, (408) 277-8995
- b. City of San José Fire Department, (408) 277-8991
- c. City's project manager and inspector.

3. The Contractor shall submit a schedule of traffic detours for street closure to the Engineer for review and approval. Noncompliance will result in suspension of work as outlined under Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.
4. Scheduling of night time or weekend work shall be subject to the authorization of the Engineer. Contractor shall specify dates on the construction schedule when night time or weekend work is proposed. A minimum of two (2) working days notice is required for any request to work at night or on weekends. No additional compensation for night or weekend work will be allowed therefor.
5. Tow-away zones may be implemented in accordance with Section 12-1.02, "Traffic Control Public Convenience," of the Standard Specifications, provided that a permit is obtained as described in Section 7-1, "Permits," of these Special Provisions and submitted to the Engineer.
6. If construction will obstruct a bus stop, the Contractor shall notify the Santa Clara Valley Transportation Authority Operations Control Center two (2) working days in advance at (408) 546-7616.
7. The contractor shall provide uniformed San Jose Police Officers, when work occurs at the location specified in Section 12-2 of these special provisions. The contractor shall provide certified flaggers, as necessary, to direct traffic through the construction zones outside the location specified in Section 12-2.
8. Flaggers shall be certified by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC). Flaggers' certification shall be maintained current and valid for the duration of the project.
9. The Director of Public Works reserves the right to require the use of uniformed San José Police Officers for traffic control at certain locations when conditions warrant.
10. If needed, Police traffic control services may be procured by contacting the **San José Police Department, Secondary Employment Unit at (408) 277-4980**. A minimum of two (2) working days advance notice is required for secondary employment approval.
11. Delays due to Contractor's failure to secure certified flaggers or uniformed San José Police Officer (including cancellation of scheduled officers by the San José Police Department, Secondary Employment Unit), shall be considered non-working days and no additional compensation will be allowed therefor.
12. No road closures are authorized for diversion pumping of sewage flows or other process fluids. No diversion or process water piping shall cross lanes of traffic perpendicular or at intersections. The diversion pipe shall be installed per requirements set forth on Section 1501-3.2, "Diversion Implementation," of these Special Provisions. All diversion piping shall be placed to cause the least inconvenience to traffic and pedestrians, and be protected from breakage, odor or leakage. Storm drains along the diversion pumping route shall be properly protected from sewage leaks.
13. All diversion or process water piping placed parallel to the street shall be placed along the curb or centerline. If located along the curb, ramps shall be made at all driveways and storm drains. Piping at driveways will utilize diversion piping contained within traffic ramps or "speed bumps",

to protect the pipe and maintain an open driveway. All storm drains along a diversion pipe route shall be protected from leaks of sewage.

14. Access for local residents and businesses and all private property shall be maintained at all times. Signs shall be placed in front of commercial and industrial driveways to allow continual access. At the end of each working day these streets shall be reopened to through traffic with proper barricades, warning devices and temporary striping. If these streets are closed, the Contractor shall proceed expeditiously and with consideration for public convenience from the start of work to its completion.
15. Contractor shall coordinate with all affected residents and businesses to provide alternative parking and access at all time. Traffic control devices shall be used to warn or guide traffic through these residents and businesses.
16. Provide at least one 10-foot minimum width through traffic lane in each direction.

12-2 City of San Jose Police Officers for Traffic Control. – The work performed under this section shall include providing traffic control by a minimum of two (2) uniformed City of San Jose Police Officers at all times when construction activities occur in the following locations:

1. All signalized intersections
2. Within two hundred (200) feet of any signalized intersections
3. As required by the Engineer

Some intersections may require three (3) or more officers at all times as directed by the Engineer. In addition, Police Officers may be required to direct alternating one-way traffic control as directed by the Engineer. The Contractor's attention is directed to Chapter 8.16 of the San Jose Municipal Code, "Secondary Employment Approval." Secondary employment approval requires two (2) working days advance notice. Information is available from: **Secondary Employment Unit, San Jose Police Department, 201 West Mission Street, Post Office Box 270, San Jose, CA 95103-0270. Telephone number (408) 277-4980.**

Delays due to cancellation of Police Officers for traffic control shall be considered non-working days and no additional compensation will be allowed thereafter.

Payment shall be made for work performed during the specified contract hours as set forth in Section 12-1, "Traffic Control," and during the specified contract time as set forth in "Beginning of Work and Time of Completion." The Contractor shall be paid for a maximum of (8) eight hours per police officer per working day. If police officer is needed for more than eight (8) hours per working day, the Contractor shall schedule another police officer to cover the next shift.

No payment shall be made for furnishing police officers for traffic control for any hours beyond the specified work hours, or for any days in excess of the specified work duration, except in the event that the Contractor performs extra work as defined in Section 4-1.03D, "Extra Work," of the Standard Specifications. Overtime rates of time and half shall be applied.

SECTIONS 13 AND 14 NO SPECIAL PROVISIONS

SECTION 15 EXISTING FACILITIES

15-1 General. – The Contractor shall conform to the provisions of Section 8-1.10, “Utility and Non-Highway Facilities,” and Section 15, “Existing Facilities,” of the Standard Specifications and these Special Provisions.

15-1.1 Location of Utilities. – The Contractor shall notify **Underground Service Alert (USA) at 1-800-227-2600** for field location of all utilities 48 hours prior to excavation. The Contractor shall be responsible for verifying the presence of utilities within the limits of work as shown on the Plans (as well as any changes made to the limits of work to accommodate the project), protecting all utilities including but not limited to traffic signal conductors, signal interconnect communication and fiber optic cables that may be affected by construction activities (e.g., clearing and grubbing, excavation, trenching, etc.), and notifying the Engineer in writing of any conflict prior to beginning any excavation.

All utility paint markings shall be completely removed by the Contractor at project completion. Paint markings shall be removed using high-pressure method only. All cost incurred to complete this work shall be deemed included in the various items of work and no additional compensation will be allowed therefor.

The Contractor shall pothole to verify the location and/or elevation of existing utilities, as shown on the plans, in these Special Provisions, and/or as approved by the Engineer. The Contractor shall notify the Engineer three (3) working days in advance of the potholing operation. Once the utilities are exposed, the excavation shall not be backfilled until the Engineer and City Survey Section have inspected and taken measurements of the utilities.

Unless otherwise indicated on the plans, a pothole shall have a maximum length of six (6) feet, maximum depth as indicated on the plans or as directed by the Engineer, and the width dimension shall be as required by the Contractor and with authorization from the Engineer.

The Contractor shall protect and assume liability for all existing and newly installed facilities from damage by his forces during the construction period from the date of Notice to Proceed to the date of Final Acceptance.

All repairs of apparent or discovered utility facilities will be accomplished by the respective utility owners. The Contractor must coordinate with the utility companies to rewrap and/or repair their utility. All exposed existing telephone, gas, water, electrical and other public utility facilities will receive an envelope of 12 inches of sand.

All backfill and surface restoration shall be as specified in Section 1301-4.2.1, Method A Backfill and Surface Restoration,” of the Standard Specifications, except that the imported material shall be Class 3 aggregate base and the type of bedding and material shall be Type A and Class I.

15-2 Abandonment and Removal of Underground Facilities. – Removal of existing sewer facilities shall conform to Section 15-2.02E, “Drainage and Sewer Facilities,” of the Standard Specifications and these Special Provisions.

The Contractor shall completely remove all the sanitary sewer lines and the manholes including the foundation, as shown in the project plan. The City will not provide any area for stock piling of abandoned materials. The Contractor will make necessary arrangements for complete removal and disposal of abandoned sewer facilities.

GRADING

SECTION 16 CLEARING AND GRUBBING

16-1 General. – Clearing, grubbing and removal of obstructions shall be as specified in Section 15, “Existing Facilities,” and Section 16, “Clearing and Grubbing,” of the Standard Specifications and these Special Provisions.

The work shall include, but is not limited to, removal of the following: PCC/AC pavement, manholes, existing sewer mains, and all other existing obstructions so designated on the plans, or as required by the Engineer or the Standard Specifications. The Contractor shall remove PCC/AC pavement to the limits as shown on the plans, or as directed by the Engineer, by saw-cutting. Any and all pavement damaged by the Contractor shall also be saw-cut and removed as directed by the Engineer. Slurry from saw-cutting shall be cleaned up by wet/dry shop vacuum.

All cleared and grubbed materials shall be hauled off and disposed outside of the right-of-way at a suitable location and in a lawful manner by the Contractor.

16-2 Tree Trimming. – Unless shown on the plans, no trees shall be removed. Trees, limbs, and roots within the project area which interfere with the Contractor's operations may be trimmed, with authorization from the Engineer. Tree trimming shall only be performed by a qualified arborist or tree surgeon. Prior to any trimming being performed, the Contractor shall submit to the Engineer, for review, the qualifications of the proposed arborist or tree surgeon. Any tree roots one inch or greater in diameter which have to be removed or are damaged during construction operations shall be saw-cut evenly and shall be treated with a heavy coat of commercially available water base asphalt emulsion sealing compound. If roots are to be left exposed for an extended period of time, all roots shall be covered immediately with two (2) layers of burlap or equivalent material and soaked regularly with water to ensure that all roots are kept moist for the duration of exposure. No tree shall be trimmed or removed without a permit from the Department of Transportation City Arborist's Office.

SECTION 17 WATERING

17-1 General. – Watering shall be as specified in Section 17, “Watering,” of the Standard Specifications and these Special Provisions.

Water used for dust control, trenching, and earthwork on this project shall be non-potable water. Water used for other purposes may, at the option of the Contractor, be either non-potable or potable water. If potable water is selected, prior to its utilization, the Contractor shall apply for an exemption permit to the **Department of Public Works at (408) 535-8300**. Allow at least one week for issuance of permit after applying. Fees will not be imposed in obtaining this permit. A copy of the water exception permit is included in **Appendix C, “Non-Potable Water Supply Exception Application.”**

One source of non-potable water is the San José/Santa Clara Water Pollution Control Plant (WPCP) at 700 Los Esteros Road, San José, CA 95134. Additional information regarding this facility is available from WPCP at 945-5351.

The Contractor shall submit to the Engineer for review, a water supply plan. Contractor shall include the approved exemption permit, if applicable, in the submittal.

SECTIONS 18 THRU 24 NO SPECIAL PROVISIONS

SUBBASES AND BASES

SECTION 25 AGGREGATE SUBBASES

25-1 General. – Class 1 aggregate subbase shall conform to Section 25, “Aggregate Subbases,” of the Standard Specifications and these Special Provisions.

The Contractor may use either Class 1 aggregate subbase or Class 3, 3/4-inch maximum gradation aggregate base for backfill material on this project. Class 3, 3/4-inch maximum gradation aggregate base shall conform to Section 26, “Aggregate Bases,” of the Standard Specifications and these Special Provisions.

The Contractor shall submit to the Engineer, for acceptance, the class of aggregate subbase material to be used, and this material shall be the sole material used as backfill on this project.

SECTION 26 AGGREGATE BASES

26-1 General. – Class 3 or better Aggregate Base, 3/4-inch maximum gradation, shall conform to Section 26, Aggregate Bases,” of the Standard Specifications and these Special Provisions.

The Contractor shall use Class 3 or better, 3/4-inch maximum gradation aggregate base for **all** backfill material for this project, as shown in the Trench Bedding/Backfill and A.C. Surface Restoration Detail of the Project Plans, unless otherwise specified in these Special Provisions and noted on the Project Plans.

The Contractor shall submit to the Engineer, for acceptance, the class of aggregate base material to be used, including the R-Value, gradation and sand equivalent test data for such material, and this material shall be the sole material used as backfill on this project.

SECTIONS 27 THRU 29 NO SPECIAL PROVISIONS

SECTION 30 DEEP LIFT ASPHALT BASE

30-1 General. – Deep lift asphalt concrete (AC) base shall conform to the requirement of Section 30, “Deep Lift Asphalt Base,” of the Standard Specifications and these Special Provisions.

All deep lift asphalt base to be used on this project shall be Type A, $\frac{3}{4}$ -inch maximum gradation, coarse class as defined in Section 39, “Asphalt Concrete,” of the Standard Specifications. Asphalt binder shall be PG 64-10. The Contractor shall submit to the Engineer, for review, the proposed deep lift asphalt base material to be used on this project.

Pavement restoration shall be performed no sooner than ten (10) calendar days after completion of compaction of the backfill material.

The Contractor shall apply prime coat to all areas to receive Deep Lift AC Base. The maximum allowable lift for Deep Lift A.C. Base shall be as specified in Section 30, “Deep Lift Asphalt Base,” of the Standard Specifications. Compaction testing shall be as specified under Section 39, “Asphalt Concrete”, of the Special Provisions.

SURFACINGS AND PAVEMENTS

SECTIONS 31 THRU 38 NO SPECIAL PROVISIONS

SECTION 39 ASPHALT CONCRETE

39-1 Asphalt Concrete Base and Surface Courses. – Asphalt concrete base and surface courses shall be as specified in Section 39, “Asphalt Concrete,” of the Standard Specifications and these Special Provisions:

The base course shall be Type A, $\frac{3}{4}$ -inch maximum gradation, coarse class, and machine placed. The surface course shall be Type A, $\frac{3}{4}$ -inch maximum gradation, medium class, and machine placed. Asphalt binder shall be PG 64-10. The Contractor shall submit to the Engineer, for review, the proposed base and surface course materials to be used on this project. In addition, the Contractor shall submit for approval an asphalt concrete mix design for each class and grade of asphalt concrete to be used on this project.

Type A asphalt concrete shall conform to an air void content of 3 to 6 percent. The air void content shall be determined in accordance with ASTM 3203 except that the bulk specific gravity of the compacted mixture shall be determined per Cal Test Method (CTM) 308 on specimens fabricated in accordance with CTM 304 Part II.

39-2 Aggregate. – The combined aggregate shall conform to the table in Section 39-2.02, “Aggregate,” of the Standard Specifications except that the result of the Los Angeles Rattler test, loss at 500 revolutions, shall be a maximum of 40 percent for both Type A and Type B asphalt concrete aggregates. Fine and coarse durability index of aggregate shall be 45 minimum when tested in accordance with CTM 229.

39-3 Compaction. – Contractor shall make all requests for compaction testing by the City to the engineer. Requests shall be made at least 48 hours prior to Contractor’s need for compaction testing. Any retesting due to failure with compaction results shall be at the expense of the Contractor and the corresponding cost of retesting will be deducted from the Contractor’s pay letter.

Final compaction of the paving shall be 98% tested by nuclear gauge using test method ASTM D 2950. The test maximum density shall be derived from the laboratory compacted specimens made in accordance with CTM 304 and tested for Bulk Specific Gravity and Density in accordance with CTM 308. Final compaction of the paving may also be tested by the random selection of cores and testing the cores in accordance with CTM 308. The test results from the coring shall take precedence when determining if the paved areas meet the required relative compaction.

39-4 Saw Cut. –A saw-cut shall consist of a cut in AC pavements made in a manner that allows a neat even edge to a minimum depth of 4”. Slurry produced by saw-cutting must be vacuumed up and disposed of using Best Management Practices. Measurement and payment shall be for all labor, materials, equipment, traffic control and any other cost incurred by the work.

SECTIONS 40 THRU 48 NO SPECIAL PROVISIONS

STRUCTURES

SECTIONS 49 THRU 72 NO SPECIAL PROVISIONS

SECTION 73 CONCRETE CURBS AND SIDEWALKS

73-1 Concrete Surface Improvement. – Concrete surface improvements shall consist of concrete curbs, gutters, sidewalks, and driveways. These surface improvements shall conform to the Standard Details and to Section 73 “Concrete Curbs and Sidewalks” of the Standard Specifications. The Portland cement concrete (PCC) to be used for all concrete **driveways**, including **driveway conforms** and **driveway curb and gutters** shall be Class D concrete. All other concrete surface improvements shall be constructed of Class A concrete unless otherwise noted on the plans. PCC shall be as described in section 90 of the City of San José Standard Specifications.

Contractor shall provide recent history of compressive strength testing within the last 12 month of the proposed use for all concrete submittals.

73-2 Concrete Curb, Gutter, and Sidewalks. – Concrete curb, gutter, and sidewalks shall be placed as specified in Section 73, “Concrete Curbs and Sidewalks,” of the Standard Specifications, these Special Provisions, and as shown in City of San José Standard Details and/or in the plans. Sidewalks shall have a trowelled, medium broom finish, unless otherwise noted.

The contractor shall submit to the Engineer, for review, the Class A and Class D Portland Cement Concrete to be used on this project.

**SECTIONS 49 THRU 79
NO SPECIAL PROVISIONS**

RIGHT OF WAY AND TRAFFIC CONTROL FACILITIES

**SECTION 80
NO SPECIAL PROVISIONS**

**SECTION 81
MONUMENTS**

81-1 Survey Monument Preservation. – It is the responsibility of the Contractor to save and protect any existing survey monuments which are not identified for removal and replacement on the project plans. In the event that disturbance or destruction of a survey monument is imminent, regardless of whether removal or replacement is indicated on the project plans, the Contractor shall contact the **City Survey Section at (408) 975-7310** at least three (3) working days in advance. The City Survey Section will then set reference points (RPs) to the survey monument such that it can be reset in its original position. If the specified notice is not given to the City Survey Section and/or the survey monument is disturbed or destroyed without reference points having been set, the City Survey Section will re-establish the original position of the survey monument and the associated land surveying costs will be at the Contractor's expense and will be deducted from the Contractor's pay letter.

81-2 Survey Monument Removal and Replacement. – Survey monuments shall conform to the provisions of Section 81, "Monuments," and Section 1301-1.4, "Survey Monuments and Points," of the City of San José Standard Specifications, Detail R-16, R-17, and R-18 of the City of San José Standard Details, and these Special Provisions.

Per Section 81-1, "Monument Preservation," of these Special Provisions, the City Survey Section will set reference points for survey monuments which are identified for removal and replacement on the project plans, or which are otherwise threatened by construction activities associated with this project. If such reference survey monuments are disturbed or destroyed, they shall be replaced according to the following procedure:

1. When construction in the vicinity of the original monument is substantially complete (finished grade is achieved), the City Survey Section will set reference points (typically four (4) 2' cross-ties) from which the approximate center-point of the new survey monument and box can be located.
2. Based on the reference points, the Contractor shall position and construct a new Standard City Monument in accordance with Detail R-16 of the Standard Details.
3. The Contractor shall obtain a monument box frame and cover (and riser ring, if necessary) which conforms to Detail R-18 (Type I Monument Box) of the Standard Details. The City Survey Section will provide the Contractor with stamped brass marker disc to be set in concrete at the intersection of the cross-ties within the survey monument box in accordance with Detail R-16 of the Standard Details.

4. Upon completion of construction of the survey monument box by the Contractor, the City Survey Section will punch the brass marker disc with the exact location of the original point.

SECTIONS 82 AND 83 NO SPECIAL PROVISIONS

SECTION 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1 General. – Traffic Stripes and Pavement Markings shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for restoring all permanent traffic stripes and pavement markings damaged during construction. Installation and removal of temporary traffic striping that is required for traffic control during construction operations shall be the responsibility of the Contractor.

84-2 Materials. – Paint for traffic striping and pavement markings shall be waterbase Hi-Build 100% acrylic polymer emulsion paint such as Pervo Hi-Build Plastic paint, Morton Hi-Build Plastic paint, or an approved equal. The waterbase Hi-Build 100% acrylic polymer emulsion paint shall conform to the following requirements:

Pigment % by weight	62 +/- 2
Nonvolatile % by weight of paint, minimum	77.0
Pounds per gallon, minimum	13.5
Viscosity, K.U.	80-95
Fineness of grind, minimum	4
Laboratory dry time, 77 degree F (ASTM D-711) minutes, max	5
Dry time to withstand traffic. No tracking time under ambient Conditions, minutes	20-90
Thickness of one application consisting of two coats of paint	30 mil
Paint film should not crack when draw down 30 mils wet on 15 pound Asphalt Saturated felt.	
Paint color must be lead-free.	

The Contractor shall submit to the Engineer, for review, the proposed paint to be used on this project.

84-3 Application. – The Contractor shall provide their own stencils. Yellow school markings, all traffic messages and all stop bars shall be installed in two applications. All remaining striping and markings shall be installed in only one application. Each application shall consist of two coats and applied at a rate of approximately 50 square feet per gallon at 30 mils wet.

Installation of striping and markings shall be completed within two (2) days after completion of pavement construction.

SECTION 85 NO SPECIAL PROVISIONS

SECTION 86
SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

86-1 Repair of Signal and Lighting Systems. – Signal and Lighting Systems shall conform to Section 86, “Signals, Lighting, and Electrical Systems,” of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating all such facilities and the repair, at the Contractor’s sole expense, of all street lighting and traffic signal systems, including the repair/replacement of pole foundations, conduit, conductors, signal interconnect communications cables, fiber optic cables, poles, mast arms, signal heads, electroliers, circuitry, and signal loops damaged due to negligence or non-precautionary construction practice. Should temporary signals and lighting be required, the Contractor shall submit to the Engineer, for review, plans detailing how this work will be performed.

SECTION 87
NO SPECIAL PROVISIONS

MATERIALS

SECTIONS 88 THRU 93
NO SPECIAL PROVISIONS

SECTION 94
ASPHALTIC EMULSIONS

94-1 Prime Coat. – Prime coat shall be applied as specified in Section 93, “Liquid Asphalts,” of the Standard Specifications and Section 39-4.02, “Prime Coat and Paint Binder,” of the Caltrans Standard Specifications. Emulsified asphalts used shall be type SS-1h, as specified in Section 94, “Asphaltic Emulsions,” of the Standard Specifications. The Contractor shall submit to the Engineer, for review, the prime coat to be used on this project.

94-2 Tack Coat. – Tack coat shall be applied as specified in Section 94, “Asphaltic Emulsions,” of the Standard Specifications. Emulsified asphalt used shall be type SS-1h, as specified in Section 94, “Asphaltic Emulsions,” of the Standard Specifications. The Contractor shall submit to the Engineer, for review, the tack coat to be used on this project.

94-3 Fog Seal. – Fog seal shall be applied as specified in Section 37-3, “Fog Seal Coat,” of the Standard Specifications. Emulsified asphalts used shall be type SS-1h, as specified in Section 94, “Asphaltic Emulsions,” of the Standard Specifications. The Contractor shall submit to the Engineer, for review, the fog seal to be used on this project.

SECTIONS 95 THRU 100
NO SPECIAL PROVISIONS

MUNICIPAL WATER

SECTIONS 101 THRU 104 NO SPECIAL PROVISIONS

DRAINAGE AND SEWER FACILITIES

SECTION 1207 PIPE AND STRUCTURES

1207-1 Pipe. – All pipes shall be as indicated on the Project Plans and as specified herein, and the pipes shall conform to the specifications and the Special Provisions listed herein.

1207-1.1 Reinforced Concrete Pipe (RCP). – This pipe shall conform to Section 1207-2, “Reinforced Concrete Pipe (RCP),” of the Standard Specifications. The Contractor shall submit to the Engineer, for review, verification that the pipe meets the minimum requirements of the specifications listed therein.

1207-1.2 Vitrified Clay Pipe (VCP). – VCP for the sanitary sewer main shall be class Extra Strength (ES) with size per the Project Plans. This pipe shall conform to Section 1207 “Pipe and Structures,” and 1302, “Pipe Installation,” of the Standard Specifications and these special provisions. Joints shall be Type G (Bell and Spigot) or per the Project Plans.

The Contractor shall submit to the Engineer, for acceptance, verification that the pipe meets the minimum requirements of the listed specifications.

1207-1.3 High-Density Polyethylene (HDPE) Solid-Wall Pipe. – This pipe shall conform to Section 207-19, “Polyethylene (PE) Solid Wall Pipe,” of the Greenbook and these Special Provisions.

Material used for the manufacture of polyethylene pipe and fittings shall be made from a PE 3408 or higher density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238. The pipe shall have a minimum dimensional ratio (DR) 17.0 and sized using Iron Pipe Size (IPS) sizing method. The Contractor shall submit, to the Engineer, for review, verification that the pipe meets the minimum requirements of the listed specifications.

The pipe shall be homogeneous throughout, uniform in color, and free of cracks, holes, foreign materials, blisters, or deleterious faults. The pipe shall be marked with the manufacturer’s name, the designation ASTM D 3350 and ASTM F 714, including the year of issue, the cell classification number, the nominal pipe size in inches, the dimensional ratio and the manufacturer’s code identifying the resin manufacturer, lot number, and date of manufacture.

The pipe shall be joined by thermal butt-fusion in accordance with the pipe manufacturer’s recommendations and ASTM D 2657. Operators of the fusion equipment shall be qualified in the butt-fusion process by the manufacturer. Lengths of pipe shall be assembled into suitable installation lengths by the butt-fusion process. All pipes so joined shall be made from the same class and type of raw materials made by the same raw material supplier. Pipe shall be furnished in standard laying lengths not to exceed 50 feet and no shorter than 20 feet.

The Contractor shall submit to the Engineer for review, the proposed jointing method prior to construction.

HDPE pipe shall be installed with accordance with the instruction of the manufacturer. A qualified jointing technician shall perform all heat joint fusion joints. Pipes shall be laid to line and grade as shown with bedding and backfill on project plans.

The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16-in per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.

Each length of pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be “pulled” or “cramped”.

Butt-fused joints shall not be pulled until the set time recommended by the manufacturer has elapsed. All HDPE pipe must be at the temperature of the surrounding soil at the time of backfilling and compaction.

On days that butt fusions are to be made, the first fusion shall be a trial fusion in the presence of a City inspector. The following shall apply:

1. Heating plates shall be inspected for cuts and scrapes. The plate temperature shall be measured at various locations to ensure proper heating/melting per manufacturer’s recommendations and approval by City inspector.
2. The fusion or test section shall be cut out after cooling completely for inspection.
3. The test section shall be 12” or 30 times (minimum) the wall thickness in length and 1” or 1.5 times the wall thickness in width (minimum).
4. The joint shall be visually inspected as continuity of “beads” from the melted material, and for assurance of “cold joint” prevention (i.e. – joint shall have visible molded material between walls of pipe). Joint spacing between walls of two ends shall be a minimum of 1/16” to a maximum of 3/16”. Internal beads formed after fusion shall not be greater than 3/16” in size. Internal beads greater than 3/16” in size shall be removed prior to pipe installation. If beads greater than 3/16” are found during post-video the pipe will be considered defective. The Contractor will submit a plan to repair the defective pipe.

If a defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in satisfactory manner at no additional cost to the City. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the line and grades required.

HDPE connections shall be made to sewer manholes using a resilient connector conforming to ASTM C 923, such as Kor-N-Seal, A-LOK, or approved equal. The contractor shall submit to the Engineer, for review, the water stop to be used on this project.

All backfill and surface restoration shall be as specified as shown on the Trench Detail of the project plans and Section 1301-4.2.1, “Method A Backfill and Surface Restoration,” of the Standard Specifications, except that the imported material shall be either Class I subbase or Class 3 aggregate base and the type of bedding and material shall be Type A and Class I.

1207-1.4 Ductile Iron Pipe (DIP). – DIP used for sanitary sewer shall conform to Section 101, "Pipe and Fittings," and Section 1207, "Pipe and Structures," of the Standard Specifications and these Special Provisions. All DIP including fittings and accessories used to convey sanitary sewage shall be Class 50, ceramic epoxy lined, polyethylene encased push-on joint pipe. Rubber gaskets shall be used in conformance to ANSI/AWWA C111/A21.11 for all ductile iron joints and fittings.

Joints

The joint shall be Tyton Joint pipe or approved equivalent gasketed bell and spigot joint pipe in accordance to the latest revision of ANSI/AWWA C151/A21.51.

Fittings

All DIP fittings and accessories shall be either Tyton Joint-Push on or Mechanical Joint fittings in accordance to the latest revision of ANSI/AWWA C110/A21.10 and/or ANSI/AWWA C153/A21.53.

All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the Engineer.

The manufacturer of the DIP pipe shall supply all the DIP fittings and accessories as well as adapters and/or specials required to perform the work as shown on the project plans and specified herein.

Lining

All Ductile Iron Pipe and fittings shall be lined with the **ceramic epoxy lining** using PROTECTO 401 or equivalent. All Ductile Iron Pipe and Fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends. Lining shall be at a minimum 40 mils nominal.

In order to minimize possible damaged to the ceramic epoxy lining, Contractor shall adhere to manufacturer for approved guidelines for cleaning of ceramic epoxy-lined ductile iron pipe.

Ceramic epoxy-lined ductile iron pipe and fittings shall be installed within one year of lining. The date of lining shall be shown on the interior of the pipe and fitting and subject to inspection and verification.

Prior to DIP delivered to job-site, Contractor shall submit a letter of certification from the pipe manufacturer certifying pipe material, and lining application compliance to the Engineer. Letter of certification shall include a test report verifying the following properties and a certification of the test results:

- A. A permeability rating of 0.00 when tested according to the procedure described in Method A of ASTM E 96-93, Procedure A with a test duration of 30 days.
- B. The following tests shall be run on coupons from factory lined Ductile Iron pipe:
 - 1. ASTM B 117-85 Salt Spray (scribed panel)-Results to equal 0.0 undercutting after two years
 - 2. ASTM G 95-87 Cathodic Disbondment (1.5 volts @ 77°F)-Results to equal no more than 0.5mm undercutting after 30 days.
 - 3. Immersion Testing rated using ASTM D 714-87.
 - a. 20% Sulfuric Acid-No effect after two years.
 - b. 140°F-25% Sodium Hydroxide-No effect after two years.
 - c. 160°F Distilled Water-No effect after two years.
 - d. 120°F Tap Water (scribed panel)-0.0 undercutting after two years with no effect.

4. ASTM G-22 90 Standard practice for determining resistance of Synthetic Polymeric materials to bacteria. The test should determine the resistance to growth of Acidithiobacillus Bacteria and should be conducted at 30 degrees centigrade for a period of 7 days on a minimum of 4 panels. The growth must be limited only to trace amounts of bacteria.
- C. Abrasion Resistance - Less than 4 mils loss after one million cycles on a $\pm 22.5^\circ$ sliding aggregate slurry abrasion tester using a sharp natural siliceous gravel with a particle size between 2 mm and 10 mm.

Application: The entire area to receive the protective compound shall be free of grease, oil or other substances. All areas to receive the protective compounds shall be abrasive blasted using compressed air nozzles with sand or grit abrasive media to remove all rust, loose oxides, etc.

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. No material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.

Inspection: All Ductile Iron Pipe and Fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC PA-2 Film Thickness Rating.

The interior lining of all pipe and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any defects found shall be repaired prior to shipment.

Polyethylene Encasement

The exterior of the pipe shall be encased in 8-mil low density, black or green colored, polyethylene that conforms to ANSI/AWWA C105/A21.5. Any rips or tears in the polyethylene encasement should be properly repaired per ANSI/AWWA C105/A21.5.

Handling and Care

Proper care shall be used to prevent damage in handling, moving, and placing pipe and fittings. Pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying.

Field Cut Requirements

When DIP ceramic epoxy lined pipe is cut during pipe installation, Contractor shall adhere to pipe manufacturer's recommendations and guidelines including procedures for sealing cut ends and repairing field damaged areas of PROTECTO 401 lined pipe and fittings. The outside of the cut end shall be beveled and any sharp, rough edges which otherwise might damage the gasket shall be removed.

The Contractor shall submit to the Engineer, for review and acceptance all Ductile Iron Pipe and Fitting to be used for this project.

1207-2 Pipeline Structures. – All pipeline structures shall be as indicated on the Project Plans and as per Section 1207-20, "Pipeline Structures," of the Standard Specifications.

1207-3 Covering Manholes During Construction. – This section shall conform to Section 1207, "Pipe and Structure," of the Standard Specifications and these Special Provisions.

The Contractor shall install plywood platforms in existing manholes to keep dirt and debris out of sewer lines during construction, as indicated in Detail D-16, "Cover Plates for Manholes Channels," of the Standard Details and Section 1207-20, "Pipeline Structures," of the Standard Specifications.

SECTION 1208 THRU 1300 NO SPECIAL PROVISIONS

SECTION 1301 TRENCH EXCAVATION, BEDDING AND BACKFILL

1301-1 General. – This work shall conform to Section 1301, "Trench Excavation, Bedding and Backfill," of the Standard Specifications and these Special Provisions.

Backfill and surface restoration of all excavations within the pavement area shall be Method A per Section 1301-1.6, "Backfill and Surface Restoration Methods," of the Standard Specifications. Imported backfill material shall be used and shall conform to Section 25, "Aggregate Subbase," or Section 26, "Aggregate Base," of these Special Provisions.

Class I bedding material conforming to Section 1301-2.1, "Bedding," of the Standard Specifications shall be used at locations where pipe is to be installed. The Contractor shall submit to the Engineer, for review, the Class I bedding material to be used on this project. Type A method of bedding shall be used in accordance with Sections 1301-4.1, "Bedding" and 1301-4.2.1, "Method A Backfill and Surface Restoration" of the Standard Specifications and as shown in Standard Detail D-1, "Pipe Bedding-Types," Type A.

The Contractor shall be responsible for performing any work necessary to correct any settlement of a restored excavation that may occur within three (3) years from the date of acceptance of the project. Any such work shall be performed at the Contractor's sole expense and shall have prior authorization from the Engineer.

1301-2 Existing Utilities. – Work related to existing utilities shall conform to Section 1301-1.5, "Existing Utilities," of the Standard Specifications and these Special Provisions.

Existing utilities, sanitary sewer laterals and mains, and storm sewer laterals and mains shall be supported across excavations (and the support left in place when the excavation is backfilled) or shall be replaced at the Contractor's option where such support is impractical. If the Contractor elects to remove existing laterals or mains and replace them, the removal shall not result in blockage of flows. Also, the Contractor shall notify impacted residents and businesses when work is being done on their lateral, as specified in Section 7-3, "Notification of Residents and Businesses," of these Special Provisions.

All utility facilities shall receive an envelope of twelve (12) inches of sand (in all directions) placed in two (2) lifts (maximum of six (6) inches per lift) with the backfill area. The sand should be properly moisture conditioned to meet compaction requirements specified by the engineer. The repair of utility facilities damaged by the Contractor's operations shall be at the Contractor's sole expense.

1301-3 Soil and Groundwater Contamination. - In the event that groundwater or soil contamination is encountered, the Contractor shall comply with all applicable Federal, State, and local laws and regulations pertaining to the work performed during the dewatering and disposal of contaminated groundwater and treatment and/or disposal of contaminated soil.

1301-4 Temporary Resurfacing. – Temporary pavement shall conform to the requirements of Section 39, “Asphalt Concrete,” and Section 1301-4.2.4, "Temporary Resurfacing," of the Standard Specifications and these Special Provisions. Cutback asphalt shall not be allowed.

At the satisfaction of the City’s inspector, the Contractor shall maintain the temporary AC surface to a safe comfortable passage to pedestrians and public vehicular traffic.

1301-5 Geotextile. – The Contractor shall furnish and install the geotextile for the length of the sanitary pipe installation for the project. The geotextile shall be installed in accordance with the Project Plans and these Technical Specifications.

The geotextile shall be non-woven, needle punched construction, and consist of long-chain polymer fibers or filaments composed of polypropylene, polyethylene, or polyamide. The fibers and filaments shall be oriented into a stable network whereby they retain their positions with each other. The textile shall be free of any chemical treatment or coating which reduces permeability and shall be inert to chemicals commonly found in soil. The geotextile shall conform to the following properties:

Property	Value	As Tested Per
Tensile Strength	130 lbs.	ASTM D 4632
Elongation	50%	ASTM D 4632
Mullen Burst Strength	250 psi	ASTM D 3786
Permittivity	1.7 per sec.	ASTM D 4491
Puncture Strength	75 lbs.	ASTM D 3787

The geotextile shall be furnished in protective wrapping to protect the fabric from ultraviolet radiation and abrasion due to shipping and handling. The fabric shall be installed in accordance with the manufacturer's recommendations.

The Contractor shall submit to the Engineer for review, the geotextile to be used for this project.

1301-6 Unsuitable Soil Conditions. – This section shall conform to the requirements of Section 1301-4.1, “Bedding,” of the Standard Specifications and these Special Provisions.

The Contractor may encounter unsuitable soil conditions. In these instances, with the authorization of the Engineer, the Contractor shall remove such soil and place bedding stabilization material under the bedding material as indicated on the Project Plans.

The bedding stabilization material shall be Class I bedding as specified in Section 1301-2.1, “Bedding,” of the Standard Specifications and Section 1301-1, “General,” of these Special Provisions. The material shall be placed in lifts of twelve (12) inches.

1301-7 Controlled Density Fill (CDF). – CDF shall conform to Section 1301-2.3 and 1301-4.2.7, “Controlled Density Fill,” of the Standard Specifications and these Special Provisions.

The slump of the CDF mixture shall be 5-8 inches. CDF shall contain a non-calcium chemical accelerating admixture of at least 2% to increase curing time. The actual mix proportions shall be

submitted by the supplier of the CDF, indicating the minimum and maximum compressive strengths that conform to Section 1301-2.3 of the Standard Specifications and is subject to review and approval by the Engineer. The Contractor shall submit the CDF mix to the Engineer.

CDF shall be allowed to cure for at least 72 hours prior to placing asphalt concrete pavement or other surface material over it. If the placement of the CDF is not completed early enough to allow for placement of temporary paving, the Contractor shall provide no-skid steel plates to the span of the trench to accommodate traffic until the temporary pavement can be placed.

SECTION 1302 PIPE INSTALLATION

1302-1 General. – Pipe installation shall be as specified in Section 101, “Pipe and Fittings,” Section 1207, “Pipe and Structures,” and Section 1302, “Pipe Installation” of the Standard Specification, Section 207-4 and Section 208-2.3 of the Greenbook and these Special Provisions.

1302-2 Sanitary Sewer Flow and Service Laterals. – The Contractor shall at all times maintain existing sanitary sewer flows and prevent back-up into service laterals. The Contractor shall take all necessary measures to ensure that sewage does not spill onto the street or into private properties. The Contractor shall be responsible for all costs associated with the clean-up or damage from any sewage spills.

1302-2.1 Sanitary Sewer Lateral Reconnection. - All new DIP sewer construction, sewer lateral connections to the sewer main shall be ceramic epoxy lined and connected with either Tyton Joint-Push on or Mechanical Joint Wye fittings. All connecting Wye's, and fittings and accessories shall conform to the requirements within this section and to the requirements of Section 1302 “Pipe Installation,” of these special provisions.

Only factory Wye's and fittings with gaskets are approved for sanitary sewer service connections. A factory Wye fitting shall be used to connect to the main per Detail D-3, “Side Sewer/Lateral Fittings to Existing Mains,” of the Standard Plan Details. The Contractor shall use factory bend fittings as needed to make the angle of connection. Pulling of joints or vertical stacking of laterals to the sewer main shall not be permitted.

Where the Contractor is to connect two sections of lateral of different sizes or materials, the Contractor shall connect them with a standard fitting, if available. If such a fitting is not available, the connection shall be made using banded rubber couplings equipped with stainless steel bands and transitional bushings, conforming to the requirements of Section 1302, “Pipe Installation,” of the Standard Specifications.

The Contractor shall submit to the Engineer for review the lateral connection fittings and accessories to be used for this project.

1302-3 Sanitary Sewer Lateral Verification. – This work shall conform to Section 1501-3.3, “Sewer Lateral Verification,” of the Standard Specifications and these Special Provisions.

The Contractor shall verify sewer laterals prior to the excavation and installation of new pipe. This procedure requires the Contractor to use dye to test active laterals. The verification method to be utilized by the Contractor shall not require any excavation or removal of existing pipe.

1302-4 Trench Sheet piling, Shoring and Bracing. – Trench sheet piling, shoring, and bracing shall be as specified in Section 5-1.02A, “Trench Excavation Safety Plans,” of the Standard Specifications and these Special Provisions.

The Contractor shall protect existing utilities, facilities, and structures from damage. The work shall include installing the necessary sheet piling, shoring, and/or bracing to protect existing gas, water, telecommunication, sanitary sewer, storm drain, electrical, or other underground conduit; or cable systems and related structures (e.g. manholes, vaults, etc.); or surface improvements such as curb and gutter, trees, sidewalks, foundations, concrete slabs or pavement from caving in; or sloughing in of the trench side walls. Prior to commencement of any excavation of five (5) feet or greater in depth, the Contractor shall submit to the Engineer, for acceptance, a trench sheet piling, shoring, and bracing plan, and a copy of the Contractor’s CAL/OSHA Excavation Permit.

Insufficient sheet piling of trench and/or negligence by the Contractor shall not constitute an emergency street closure. The Contractor shall backfill the trench and reassess the method of operation, if necessary, to ensure continued traffic access.

1302-5 Trench Dewatering. – Trench dewatering shall conform to the requirements of Section 1302-3, “Trench Dewatering,” of the Standard Specifications and these Special Provisions.

The Contractor shall provide dewatering for the entire project area and shall submit to the Engineer, for review, a trench dewatering plan. The Contractor shall adhere to the following list of general conditions in performing dewatering:

1. Except as otherwise noted herein, dewatering shall be performed to accomplish a lowering of the static groundwater level to an elevation that is minimum twelve (12) inches below the proposed pipe invert.
2. When pumping is required to reduce groundwater levels, it shall be accomplished in a manner that is non-disruptive to the surrounding neighborhood.
3. The Contractor will be permitted, during the daylight hours of 8:30 a.m. to 4:30 p.m., to use power plants to operate the dewatering pumps. The power plants shall meet all the Federal, State, and City requirements for allowable noise limits. During all other hours, power to operate the pumps shall be obtained from P.G&E. by the Contractor, unless otherwise authorized by the Engineer. Service points using City electroliners shall not be permitted.
4. If the Contractor proposes a well for dewatering, a well design shall be submitted to the Engineer for review. The well design shall be prepared and signed by a registered geotechnical engineer who is qualified and experienced to perform such designs.
5. Groundwater pumping shall not remove fines from below grade. Wells shall be cased, and filter shall be provided in each well to prevent removal of fines. If any well pumps fines, pumping shall be terminated and a new well shall be properly constructed at a different location with a revised design that eliminates the pumping of fines.
6. Effluent from dewatering shall be discharged directly into existing sanitary manholes, where said sewer system is in operating condition. The Contractor shall provide conduits to carry said effluent to the nearest sanitary manhole where the sewer has sufficient capacity for the dewatering effluent.

SECTION 1303 THRU 1304 NO SPECIAL PROVISIONS

SECTION 1305 PIPELINE STRUCTURES

1305-1 General. – All manholes shall be installed as specified in Section 1207-20 and Section 1305, “Pipeline Structures,” of the Standard Specifications and these Special Provisions.

All manholes shall conform to Detail D-11, “Standard Manhole 21-inch Diameter and Smaller Pipe,” of the Standard Details.

Type II modified or Type V Portland Cement Concrete shall be used for manhole bases, manhole sections, and all other concrete sanitary sewer structures on this project. Class A Portland Cement Concrete shall be used and conform to Section 90, “Portland Cement Concrete,” of the Standard Specifications. The Contractor shall submit to the Engineer, for review, the Class A, Type II Modified or Type V PCC to be used. Precast concrete manhole sections, if used, shall conform to Section 1305-3.1.2, “Precast Concrete,” of the Standard Specifications, and shall be submitted to the Engineer for review. Precast concrete manhole bases shall not be used.

All manhole structures shall be provided a foundation blanket of twelve (12) inches minimum of Class I Bedding Material as specified in Section 1301-2.1.1, “Class I,” of the Standard Specifications. The Contractor shall submit to the Engineer, for review, the Class I Bedding material to be used. The limit of the foundation blanket shall extend a minimum of six (6) inches beyond the outside walls of the manhole structure, or more, as required to provide a stable working foundation.

All manhole frames and covers shall conform to Detail D-10, “Standard Manhole Frame & Cover,” of the Standard Details. Metal castings for manhole frames and covers shall conform to the requirements of Section 75, “Miscellaneous Metals,” of the Standard Specifications and these certifications:

1. Foundry casting detail of Manhole Frame and Cover.
2. Metallurgical/Chemical analysis of cast iron (initial and semi-annually).
3. Test results with duplicate “B” test bar (ASTM A48 Class 35B, initially and semi-annually).
4. Metal castings produced outside the United States shall possess a copy of the State of California test release form or test results conducted by a certified independent laboratory located in the State of California.

A concrete collar shall be formed and cast in place around each of all new manholes.

The Contractor shall submit to the Engineer, for review, the metal castings for manhole frames and covers to be used on this project.

All new manholes shall be waterproofed by applying a coat of sodium silicate, or other approved waterproofing agent, to the interior surfaces. The waterproofing agent shall contain a dark green pigment, and shall not be soluble in water and shall be easily recognizable.

SECTION 1306
NO SPECIAL PROVISIONS
SECTION 1307
ACCEPTANCE TESTS FOR SANITARY SEWERS

1307-1 General. – Sewers shall be tested in accordance with Section 1307 “Acceptance Tests for Sewers,” of the Standard Specifications and these Special Provisions.

1307-2 Leakage Test. – New pipe shall be tested for leakage using the air pressure test as specified in Section 1307-2.1, “Air Pressure Test” or the hydrostatic leakage test as specified in Section 1307-2.2, “Hydrostatic Leakage Test,” of the Standard Specifications.

1307-3 Television Inspection. – All rehabilitated and new pipes shall be inspected with closed-circuit-television (CCTV) in accordance with Section 1307-3 “Television Inspection,” of the Standard Specification and Section 500-1.1.5, “Television Inspection,” of the APWA Greenbook and these Special Provisions.

Pre-installation CCTV inspection and cleaning of the pipeline shall be done as two separate operations. The operation of any cleaning equipment during video inspection is not permitted.

A pan and tilt camera shall be utilized for all television inspection and any irregularities in the host pipe or pipe liner encountered during video inspection shall be panned to and viewed thoroughly. Additionally, all lateral pipe connections to the sewer main pipe shall also be panned to and viewed thoroughly. The on-screen footage readout shall be located on the lower part of the screen. The entire interior circumferential surface of the pipe shall be visible.

The Contractor shall submit the television inspection video in DVD format to the Engineer immediately following recording. Television inspection video DVD(s) shall not be edited.

If the Contractor does not comply with this section, the Contractor shall re-inspect and re-video the pipeline and re-submit the video DVD(s) to the Engineer at the Contractor’s own sole expense.

SECTION 1308 THRU 1500
NO SPECIAL PROVISIONS

SECTION 1501
SANITARY SEWER REHABILITATION

1501-1 General. – Rehabilitation of the sanitary sewer shall conform to the Section 1501, “Sewer Rehabilitation,” of the Standard Specifications and these Special Provisions.

The rehabilitation method for this project shall be the **Cured-In-Place Pipe (CIPP)** liner method.

Prior to ordering rehabilitation materials, the Contractor shall be responsible for inspecting and verifying the inside diameter and alignment of the host pipe. Contractor shall submit measurements of the host pipe to the engineer for review prior to the installation of the liner. The Contractor shall also determine the condition of each manhole-to-manhole reach to be rehabilitated. CCTV inspection shall be performed in accordance with Section 1307-3, “Television Inspection,” of these Special Provisions to document the condition of the host pipe and to verify that it was cleaned per Section 1501-8, “Cleaning of Pipelines,” of

these Special Provisions. The Contractor shall use the data and information collected from this inspection to verify the size of the liner and refine the installation techniques. The contractor shall provide a copy of the CCTV inspections on DVD format.

If unknown physical conditions in the work area are encountered during the investigation that materially differ from those ordinarily encountered, the Contractor shall notify the Engineer per Section 4-1.07, "Differing Site Conditions," of the Standard Specifications.

1501-2 Odor and Noise Mitigation. – This work shall conform to Section 1501-3.1, "Odor and Noise Mitigation," of the Standard Specifications and these Special Provisions. The Contractor shall submit to the Engineer, for review, plans for the mitigation of odor and noise.

The Contractor shall utilize mufflers, enclosures, sound barriers, or other applicable equipment or devices in order to limit the noise impact of the Contractor's equipment and operations. The noise level from the Contractor's operations, as measured at the outside wall of any habitable structure or at any point within fifty (50) feet of the noise source shall not exceed the following limits:

<u>TIME OF DAY</u>	<u>LIMIT</u>
7 a.m. to 7 p.m.	80 dBA
7 p.m. to 7 a.m.	55 dBA

It should be noted that other noise sources (e.g., airplanes, buses, cars passing, etc.) are capable of exceeding the specified limits during the specified time frames. This fact does not relieve the Contractor of complying with the noise provisions. Measurement of the noise generated from the Contractor's operations for the purpose of complying with the specified limits shall be done in the absence of these other noise sources.

It should also be noted that the project area is subject to varying degrees of background noise generated by the traffic on and/or other streets within and outside project limits. If at any time during a noise measurement the traffic background noise exceeds the stated limits, then the Contractor's operations will be required not to exceed the background noise level. For Contractor operations that may continue over a 24-hour period, sufficient noise control must be in place so that the night time limit of 55dBA is not exceeded (recognizing that the traffic background noise will dissipate during the late night and early morning hours).

1501-3 Plugging and Diversion of Sewage Flow. – The work shall conform to Section 1501-3.2, "Plugging and Diversion of Sewage Flow," of the Standard Specifications and these Special Provisions.

1501-3.1 General Conditions. - The Contractor shall adhere to the following list of general conditions to perform the work required to divert sewage flow.

- The sanitary sewer lines associated with the project diversion, shall be cleaned and video inspected during low flow, as deemed necessary by the Engineer, prior to beginning the diversion and following completion of the diversion.
- The Contractor shall divert/pump 100 percent of the upstream sewage flow from the section of pipe to be rehabilitated until the liner is completely in place and ready for use. Diversion of sewage flow shall be accomplished by pumping and/or by rerouting with diversion mechanisms in upstream sewer systems that have available capacity.

- Diversion pumping equipment and piping shall be tested for leaks prior to pumping sewage. Leak testing shall be performed any time the diversion pumping system is disassembled, reassembled, and/or modified. No leaks in the diversion piping shall be permitted.
- At no time shall the sanitary sewer system become surcharged due to diversion of sewage flow. Surge shall be defined as the sanitary sewage flow rising above the crown of the pipe within five (5) feet of any manhole rim. No diversion shall be implemented or left in place, once the system is surcharged.
- Diversion of sewage flow shall not be implemented during rainy weather, unless authorized by the Engineer. High sewage flow conditions may require the Contractor to temporarily suspend work. Work that requires sewage diversion shall be suspended until sewage flow conditions allow for resumption of diversion activities. Days on which the suspension is in effect shall not be considered working days, and no additional compensation will be allowed therefor.
- The Contractor shall take all necessary measures to ensure that sewage does not spill onto the street or onto private properties. The Contractor shall be responsible for all costs associated with the clean-up or damage from any sewage spills resulting from diversion of flows. In case of spilling debris from hauling operations along or across any public traveled way, all spilled debris shall be removed immediately by the contractor at the contractor's expense. Refer to Section 5-2, Project Appearance in these special provisions. If the spillage causes any damage to the existing private and City property, the contractor shall be required to repair at contractor's expense based upon engineer's decision of area damaged.
- The use of storm sewers for purposes of diverting or pumping sanitary sewer flows will not be permitted.

1501-3.2 Diversion Implementation. – The Contractor shall perform a trial diversion which successfully demonstrates each and every part of the diversion plan. The trial diversion shall be performed for four (4) continuous days and shall include weekend peak flow. The Contractor shall submit a diversion plan to the Engineer, for review, that identifies diversion and/or bypass pumping locations for each of the stages by which the Contractor proposes to accomplish the work.

If the trial diversion does not perform as per the diversion plan, the plan shall be considered unacceptable. In this event, the Contractor shall submit a revised diversion plan to the Engineer, for review, and the trial diversion shall be repeated until satisfactory operation and/or performance is obtained. **A trial diversion shall be successfully performed by the Contractor before beginning rehabilitation work.**

The diversion plan for each stage of diversion and/or pumping shall include, but not be limited to, a sewer map showing all sewer invert and street surface elevations at the manholes in the areas affected by the diversion, anticipated peak sewage flows, locations of plugs, location of monitoring points and calculated water surface elevations. The Contractor shall indicate on the map the critical manholes in the diversion area where the system may become surcharged.

If bypass pumping is proposed, the diversion plan shall include the location, number, and sizes of pumps, diameter and layout of piping, valves, and structure of manifolding. The system shall include a stand-by pump, manifolded to the system for redundancy, to be used in the event that any one pump becomes inoperable. The system shall also have sufficient spare parts and extra piping in the event that any pipe run needs to be replaced. The Contractor shall keep, at the location of the bypass operation, spare pump

parts and any miscellaneous fittings, hose, and hardware that may be required to ensure continued and uninterrupted operation of the bypass pumps.

The Contractor shall submit, as part of the diversion plan, a hydraulic analysis of the bypass pumping including plots of system head versus pumped flow. System head shall be on the y-axis and flow shall be on the x-axis of these plots. The plots for pumping curves shall include capacities of single pumps and combined curves if more than one pump is used. The hydraulic analysis shall be comprehensive, evaluating the full range of flow to be pumped.

The Contractor shall provide all material, labor, and equipment to pump or divert sewage flows. Bypass pipes, fittings, and manifolds shall be made of metal, solid wall HDPE, or solid wall PVC.

Where diversion piping crosses intersecting streets or blocks access to driveways, the Contractor shall place diversion piping below street grade and either cover with recessed skid resistant steel plates, or backfill and cover with temporary pavement as specified under Section 1301-4.2.4, "Temporary Resurfacing," of these Special Provisions. Diversion piping placed on the street surface within the vehicular traveled way shall not interfere with any traffic movements and shall be protected with K-railing. The Contractor shall remove all diversion piping and barricades at the completion of diversion operations and shall restore the surface of the pavement as specified under Section 1301-4.2 "Backfill and Surface Restoration" of the Standard Specifications.

The Contractor shall also submit to the Engineer, for review, a contingency plan that outlines procedures to be implemented to prevent: sewage spills onto streets or into basements of buildings, backup into service laterals, and sewage from entering the storm drain system.

CCTV inspection of the sanitary sewer lines to be rehabilitated may available for viewing in the Sanitary Sewer Section at 200 E. Santa Clara Street, Tower 5th Floor, San José. The video inspections are for general information only and represent the actual condition of the pipe at the time that the inspection was taken. It is the Contractor's responsibility to verify the accuracy of the information obtained from the City.

The Contractor shall receive authorization from the Engineer prior to proceeding with each trial diversion attempted. At no time shall the Contractor change the proposed diversion plan without prior approval from the Engineer. Following authorization from the Engineer, the Contractor shall notify the Engineer at least two (2) working days prior to implementing flow diversion or pumping. The Contractor shall continuously monitor the sewage flow surface elevation in manholes within the area affected by the diversion to ensure compliance with the general conditions.

1501-4 Existing Sewer Service Lateral Connections. - This work shall conform to Section 500-1.1.7(a), "Service Connections," of the Greenbook and Section 1501-3.4, "Existing Sewer Service Lateral Connections," of the Standard Specifications and these Special Provisions.

The Contractor shall at all times maintain existing sanitary sewer service flows and prevent back-up into service laterals.

In cases where existing sewer service lateral connections protrude into the existing sewer, the Contractor shall perform all work required to remove the protrusions prior to the installation of the liner. If protruding laterals cannot be removed internally, such removal shall be performed, with the authorization of the Engineer, externally as specified in Section 1501-6, "Point Repairs," of the Standard Specifications and these Special Provisions.

Only active sanitary sewer service laterals shall be reinstated, and the Contractor shall submit to the Engineer, for review, Service Lateral Reinstatement Plan.

Service connections which are not reinstated according to these Special Provisions shall be repaired at the Contractor's own expense. The Contractor shall submit to the Engineer, for review, a plan which details the method to be employed when repairing deficiencies in the service connections.

1501-4.1 Cleanouts. – Installation of sanitary sewer cleanout may be necessary in order to maintain existing sanitary sewer service flow and prevent back-up into service laterals.

Sanitary sewer cleanouts shall be installed as directed by the Engineer and as shown on the "Sanitary Sewer Cleanout Detail" of the Project Plans. Installations shall be performed to the satisfaction of the Engineer. Cleanouts shall be vitrified clay pipe fittings. The Contractor shall submit to the Engineer, for review, the vitrified clay pipe fittings and concrete cleanout boxes to be used for this project.

1501-5 Transition Sections. – Transition sections shall be constructed to channelize the flow and to provide smooth transitions for flow passing through manhole structures. The Contractor shall submit to the Engineer, for review, a plan for the construction of transition sections. All sewer flow shall be bypassed or diverted during the construction of transition sections.

When the liner is placed up to, but not through a manhole, and the difference in elevation between the existing manhole invert and the new liner invert is more than 12.5 mm, the Contractor shall build up the channel through the manhole. The channel shall be built up from the invert to the manhole bench using a quick setting, non-shrink grout. The quick setting, non-shrink grout shall be submitted to the Engineer for review.

When the liner is placed through a manhole, the Contractor shall modify the liner and the existing manhole structure to create a smooth transition section. Any modification to the liner shall leave a smooth, clean, straight edge. A bench shall be constructed from the liner to the manhole wall, and intercepting sewer lines shall be channelized.

Where new channels or benches are required in order to provide a smooth transition of flow, cement concrete/grout with a high-strength, corrosion-resistant Type II Modified PCC shall be used. The materials and mix design shall be submitted to the Engineer for review. Prior to applying new concrete, the existing surfaces shall be cleaned, scraped to remove loose concrete, and roughened. A concrete bonding agent shall be applied prior to the construction of the new channels, benches and/or transition section. This agent shall meet ASTM C881 requirements for Class C, Type II epoxy adhesive, and be submitted to the Engineer for review.

1501-6 Point Repairs. – The work shall conform to Section 1501-6, "Point Repairs," of the Standard Specifications and these Special Provisions.

Point repairs shall be defined as the repair and replacement of defective pipe mains, laterals, and/or defective joints using open-cut methods. Point repairs shall include the filling of the voids surrounding the defective pipes.

The Contractor shall investigate and submit written proposal with a video recording of the damage pipe to the Engineer for review. The Contractor shall also determine any additional point repairs that are not shown on the project plans and include these locations in a video recording. The Contractor shall submit the video recordings of the additional point repairs to the Engineer for review and acceptance prior to commencing point repair work.

When point repairs involve laterals with root intrusion, the Contractor shall replace the sewer lateral with root barrier wrapped around the replacement pipe to prevent future root intrusion. The root barrier shall be made of a durable, non-woven, and 100% polypropylene geotextile fabric, and it shall be suitable as a protective liner for impermeable membranes.

Lateral replacement shall be defined as from the sewer main to the existing cleanout or the newly installed cleanout, or as directed by the Engineer. A new manufactured wye or tee connection shall be installed in the sewer main to connect the new lateral. If a lateral is connected to the defective pipe to be repaired, the Contractor shall reinstate the lateral.

Vitrified Clay Pipe (VCP) shall be used for sanitary sewer lateral and main point repairs. VCP shall be Class ES (Extra Strength), with pipe diameter to match existing. Joints shall be either Type G (Bell and Spigot) or Type D (Synthetic Rubber Coupling with Corrosion-Resistant Shear Ring). VCP and joints shall conform to Section 1207, "Pipe and Structures," and Section 1302, "Pipe Installation," of the Standard Specifications and these Special Provisions. The Contractor shall submit to the Engineer, for review, the ES VCP pipes and the root barrier material to be used for this project.

The Contractor shall replace, at the Contractor's sole expense, all curb and gutter, parkway strip, sidewalk, private property appurtenances and pavement damaged or displaced due to negligence or non-precautionary construction practices, during the replacement of sewer main or laterals.

1501-7 Removal of Manhole Rungs. – Existing manhole rungs shall be removed by cutting the rungs flush with the wall of the manhole and any rough edges ground smooth. Any holes in the manhole wall left by the removal of the rungs shall be cleaned and patched with quick setting, non-shrink grout. The quick setting, non-shrink grout shall be submitted to the Engineer for review. The grout shall be mixed and applied without the use of any aggregate as per the manufacturer's specifications and the Standard Specifications.

1501-8 Cleaning of Pipelines. – This work shall conform to Section 1501-4, "Cleaning of Pipelines," of the Standard Specifications, Section 500-1.1.4, "Cleaning and Preliminary Inspection," of the Greenbook, and these Special Provisions.

There may be areas within the existing sewer where concrete, roots or other solid or semi-solid materials exist. These deposits shall be removed prior to the rehabilitation work. Such removal and disposal shall be considered included in the price paid for cleaning and inspection of pipelines. Pipes should be cleaned to the satisfaction of the Engineer.

1501-9 Access Openings. – Any cone, barrel, or base section of a manhole removed to provide access openings as required for the Contractor's operations shall be restored with new materials as specified in Section 1305, "Pipeline Structures," of the Standard Specifications and these Special Provisions.

1501-10 Liner Pipe Installation. – The Contractor shall proceed with the installation of the liner pipe within forty-eight (48) hours of sewer cleaning. The Contractor shall repeat cleaning of the host pipe at the Contractor's sole expense if the liner installation does not occur within the specified time.

SECTION 1502 REHABILITATION MATERIALS

1502-1 Cured-in-Place Pipe Liner (CIPP Liner).

1502-1.1 General. – The Contractor shall use cured-in-place pipe liner for sanitary sewer rehabilitation in accordance with Section 500-1.4, “Cured-In-Place Pipe Liner (CIPP Liner),” of the Greenbook, ASTM F 1216 or ASTM F 1743, ASTM D 5813 excepting Section 6.4.1, and these Special Provisions. Only licensed and manufacturer-certified contractors may install CIPP liner.

1502-1.2 Material Composition and Testing. – The CIPP liner shall meet or exceed the minimum flexural requirements listed in Table 1 below and when constructed shall meet or exceed the minimum wall thickness listed in Project Plans. Prior to installation, the Contractor shall submit to the Engineer, for acceptance, verification that the CIPP liner to be used meets or exceeds these requirements and has proper internal diameter.

Table 1 - CIPP Liner Minimum Flexural Requirements for Polyester Resin

Type of Polyester Resin ¹	Flexural Modulus (E) (Initial ² , psi)	Flexural Modulus (E _L) (Long Term ³ , psi)	Flexural Strength (psi)
Enhanced	400,000	200,000	4,000
Standard	300,000	150,000	4,500

¹*Only one type of resin shall be used for this project.*

²*The initial flexural modulus is defined in ASTM D 790.*

³*The long term flexural modulus is defined as fifty years and is determined by ASTM D 2990 Test Method.*

The Engineer may, at any time prior to installation, direct the Contractor to obtain cured samples and test them in accordance with the appropriate ASTM standards.

The Contractor shall submit manufacturer’s recommendations for storage procedures and temperature control, handling and inserting the liner, curing details, service connection methods, and trimming and finishing.

The Contractor shall also submit the resin manufacture’s heating requirements.

1502-1.3 Chemical Resistance. – The CIPP liner furnished shall meet the chemical resistance requirements of ASTM D 5813 excepting Section 6.4.1. The CIPP liner shall also meet the chemical resistance requirements of ASTM F 1216 or ASTM F 1743, depending upon the method of installation. The Contractor shall submit to the Engineer verification that the CIPP liner complies with the ASTM testing requirements. Verification of compliance shall be in written form of a finalized, signed and dated independent laboratory report. The date on this report shall constitute the date of compliance.

1502-1.4 Installation. – The resin impregnated tube shall be inserted through an existing manhole or other access acceptable to the Engineer, by the application of hydrostatic head, compressed air, pulled-in-place method or other means sufficient to fully extend the liner to the next designated manhole or termination point. The Contractor shall designate a location where the felt tube will be impregnated (“wetted out”) with resin.

If the pulled-in-place method of insertion is used, a flexible and impermeable calibration hose shall be used to inflate the resin impregnated tube using hydrostatic inversion. Calibration hose materials which are to remain as part of the completed CIPP liner installation shall be compatible with the resin system

used, shall bond permanently with the CIPP liner tube, and shall be translucent to facilitate post-installation inspection.

The resin impregnated tube shall not be exposed to ultraviolet light or experience excessive bubbling or wrinkling during the installation process.

The installed CIPP liner shall make a tight seal at the manhole walls. If a tight seal is not made, a seal consisting of a resin mixture compatible with the liner/resin system shall be applied in accordance with the manufacturer's specifications. The method and materials shall be submitted to the Engineer for acceptance.

The Contractor shall submit installation procedures, equipment details, and an insertion location plan to the Engineer for review. The insertion location plan shall show the specific manhole locations to be used to introduce the liner into the host pipe.

1502-1.5 Sampling – For each inversion run, the Contractor shall provide two samples of the installed and cured CIPP liner.

First sample shall be prepared in accordance with the following method:

1. A sample shall be fabricated from material taken from the tube and resin/catalyst system used and cured in a clamped mold placed in the downtube when circulating heated water is used and in the silencer when steam is used. The sample shall be large enough to allow for proper identification tagging and to provide a minimum of five (5) specimens each for flexural testing.

The second sample shall be prepared in accordance with one of the following methods:

2. The samples shall be cut from a section of CIPP liner which has been inverted through a like diameter pipe in the intermediate manholes and has been held in place by a suitable heat sink, such as sand bags. The sample shall be large enough to allow for proper identification tagging and to provide a minimum of five (5) specimens each for flexural testing and thickness verification, or
3. A sample shall be cut from a section of the installed liner within the host pipe between the 10:00 o'clock and 2:00 o'clock positions. The sample shall be large enough to allow for proper identification tagging and to provide a minimum of five (5) specimens each for flexural testing and thickness verification. An epoxy compatible with the liner resin system shall be used to repair the area where the sample was taken. The epoxy repair method and material shall be submitted to the Engineer for acceptance.

All material sampling shall be performed in the presence of the City's project inspector. Each sample shall be tagged with a City supplied plastic seal. The seal shall be attached through a Contractor installed drilled hole through each sample. The independent third party test report shall include documentation of color and number of the seal, in addition to, indication whether the sample was received with the seal intact and attached or broken. Third party test reports which do not indicate this information or if the seal was received broken will be deemed unacceptable and re-sampling per Method 3 above will be required at no additional cost to the City.

1502-1.6 Repair and Rejection. – The installed, cured liner pipe shall be free from visual defects including foreign inclusions and dry spots. No lifts or wrinkles shall be allowed from the invert to the

springline of the host pipe. Lifts or wrinkles above the springline of the host pipe which reduce the effective pipe diameter by more than five (5) percent are unacceptable. All unacceptable sections shall be repaired by the Contractor, using the same material as the CIPP liner and a method acceptable to the Engineer, at the Contractor's sole expense. CCTV inspection of all installed CIPP liner and any subsequent repairs shall be performed in accordance with Section 1307-3, "Television Inspection", of these Special Provisions. A DVD copy of the CCTV inspection shall be submitted to the Engineer for acceptance. DVD recordable shall be "DVD-R" not "DVD+R" and the video file format shall be mpg.

The Contractor shall provide independent third-party testing for the flexural properties and the wall thickness of the installed CIPP liner. The independent third party shall be experienced in testing and inspecting CIPP liner. The Contractor shall submit qualifications of the independent third party to the Engineer for acceptance.

For each inversion run, the independent third party shall test the CIPP liner wall thickness per ASTM D3567 using the section of cured CIPP liner prepared in method stated above. A minimum of eight measurements shall be made at evenly spaced intervals around the circumference of the section. The average wall thickness shall be calculated from the measurements taken. The independent third-party laboratory report of the average wall thickness for each inversion run shall be submitted to the Engineer for acceptance.

The independent third party shall test specimens prepared from both samples for the initial tangent flexural modulus of elasticity and flexural strength in accordance with ASTM D790. The flexural property test results for both samples shall meet or exceed the criteria listed in Table 1 above. The independent third party laboratory shall submit the test results to the Engineer for acceptance.

Prior to installing CIPP liner, the Contractor shall submit an infrared spectrography chemical fingerprint of the type of resin to be used for the project. During construction, inversions will be randomly selected by the Engineer, and the approved third party testing laboratory shall acquire samples of the resin being used during the impregnation process and run an infrared spectrography chemical fingerprint. The infrared spectrography chemical fingerprint of the samples shall be of the same scale as the pre-construction analysis. The third party laboratory shall compare this with the pre-construction fingerprint to verify the resin used is the same resin submitted and submit a report to the Engineer for review. Pipe liner installed with unapproved resin shall be removed and replaced at the Contractor's sole expense.

1502-1.7 Service Connection. – Reinstatement of active service laterals shall be done internally using an internal robotic cutting method. The reinstated lateral opening shall be neat, smooth and without any hanging fibers. The invert of the service connection shall match the invert of the reinstated opening. Additionally, the service opening shall be installed to 95 percent minimum and 100 percent maximum of the original service connection opening. The opening's edge shall be smooth and free of loose or abraded material.

SECTION 1503 MANHOLE REHABILITATION

1503-1 General. – Manhole rehabilitation shall take place after completion of pipeline rehabilitation but prior to disabling the sewage diversion.

Installer of manhole rehabilitation system shall be certified by the manufacturer of the rehabilitation products. Certification shall be submitted to the Engineer for approval.

The Contractor and the manufacturer shall guarantee workmanship, materials, installation and completed product for a period of three (3) years from the date of substantial completion of the manhole rehabilitation work.

1503-2 Infiltration Observation. – As part of the television inspection performed prior to rehabilitation, the Contractor shall identify the manholes that show any amount of groundwater infiltration. The Contractor shall submit to the Engineer a written log accompanying the recorded DVD which identifies the manholes and levels of infiltration.

1503-3 Materials. All materials used shall be specifically designed for use in manhole rehabilitation. All materials used shall be, whenever possible, from the same manufacturer. All materials shall be submitted to the Engineer for review and approval. The manufacturer shall provide certification that the materials proposed for use are compatible with one another. All materials that shall contact the sewer environment shall be specifically designed for chemical resistance to the sewer environment. The manufacturer shall provide certification verifying the materials meet the following requirements: for epoxy lining, the material shall meet the requirements set forth in Section 211-2 of the Greenbook, “Chemical Resistance Test (Pickle Jar),” with the maximum allowable weight change of $\pm 1.5\%$; for cured in place lining, the material shall meet the requirements set forth in ASTM-F1216.

1503-4 Preparation. – Pipe plugs shall be placed in all pipe openings to the manhole to prevent entry of material into pipelines.

The surface shall be prepared in accordance with the manufacturer's recommendations and these Special Provisions.

1. Manhole rungs, if present, shall be removed prior to any other surface preparation per Section 1501-5, “Removal of Manhole Rungs,” of these Special Provisions.
2. All interior manhole surfaces shall be cleaned with high-pressure water to remove all loose concrete, oils, grease, and other materials that would prevent proper bonding of the coating or lining.
3. Any infiltration that is present shall be stopped using a material specifically designed for such use. Infiltration patching material shall be compatible with any other material that it may contact. Infiltration patching material and manufacturer’s installation procedure shall be submitted to the Engineer for review.
4. Prepared surfaces shall be tested for pH and moisture content to ensure proper conditions exist for application of the coating or lining.
5. All voids shall be patched using a material specifically designed for such use. Patching material shall be compatible with any other material that it may contact. A void shall be defined as any area whose surface is 3/8-inch deeper than the adjacent wall. Void areas shall be patched so as to restore a smooth wall surface.
6. Patching materials shall be allowed to cure properly and in accordance with manufacturer's recommendations prior to application of lining.
7. All debris resulting from the surface preparation operations shall be removed and shall not be allowed to enter the sewer system.

1503-5 Lining/Coating of Invert. – The rehabilitation lining to be used shall extend to and include the invert of the existing manhole. The invert of the manhole shall be raised to provide a smooth transition from the upstream to downstream end. Material used at the manhole invert shall be suited to its intended purpose and shall be compatible with material it contacts.

1503-6 Removal & Disposal of Debris. – The Contractor shall be responsible for removal and disposal of all debris removed during the cleaning and rehabilitation process. The Contractor shall comply with all Federal, State, and local regulations regarding disposal of debris.

1503-7 Acceptance Testing. – The completed rehabilitation shall be subject to spark or pull-off (adhesion test) test. Repairs and re-testing shall be made at Contractor expense until the spark and/or adhesion tests have been passed. All epoxy based rehabilitation methods shall be subject to spark and/or adhesion testing. Cementitious liner shall be subjected to thickness verification in accordance with the manufacturer's recommendations and shall be submitted to the Engineer for approval.

Method of repair of defects shall be in accordance with the manufacturer's recommendations and shall be submitted to the Engineer for review.

1503-7.1 Spark Test. – This test shall be performed on manholes that have been rehabilitated with cure-in-place or epoxy liner. Spark tester shall be set to a minimum of 100 volts per 1 mil of liner/coating thickness applied. Method of repair of defects shall be in accordance with the manufacturer's recommendations and shall be submitted to the Engineer for approval.

1503-7.2 Pull-Off or Adhesion Test. – This test shall be performed on manholes that have been rehabilitated with epoxy liner. Measurement of pull-off strength of coatings shall be measured in accordance with ASTM D4541. A minimum of 3 adhesion tests shall be conducted in each structure or more as determined by the Engineer. The tests shall be placed at intervals (top, middle, bottom) in an attempt to obtain an equal representation of the entire application. A minimum of 2 out of 3 total adhesion tests must pass in order for the structure to be considered passing. If additional tests are required by the Engineer, a minimum of 75 percent of the samples must pass. Pull-off adhesion tests which are to be considered "passing" shall indicate "Substrate Failure" as evidenced by not less than 50 percent of substrate bonded to the test sample. If "Substrate Failure" is not achieved and the bond is broken between the applied product and the substrate during testing, pull strength of a minimum of 250 psi shall be "passing". Any areas detected to have inadequate bond strength shall be evaluated by the Engineer. Further bond tests shall be performed in that area to determine the extent of potentially deficient bonded area. Repairs of such deficient bonded areas shall be made at the Contractor's sole expense in accordance with manufacturer's recommendations. The repair method shall be submitted to the Engineer for acceptance.

All Adhesion tests shall be conducted by an independent certified testing firm that specializes in protective coating testing. The Contractor shall submit the qualifications for the independent testing firm to the Engineer for acceptance. Pull-off tests shall be performed in the presence of City Inspector.

1502-7.3 Final Inspection. – A final visual inspection shall be made by the project inspector and manufacturer's representative. Any deficiencies in the finished coating shall be marked and repaired according to manufacturer's recommendations.

1503-8 Methods. – Sanitary Sewer manholes shall be rehabilitated using one of the following methods:

1. Cementitious Liner with Calcium Aluminate Mortar (minimum ½-inch thickness),
2. Epoxy lining (minimum 150 mils thickness),
3. Cured-in-place lining (minimum 125 mils thickness).

1503-8.1 Cementitious Liner with Calcium Aluminate Mortar. – Cementitious liner material shall be a pre-packaged mortar mix, including all cement, aggregates, and any required additives. The mortar mix shall be pure Calcium Aluminate mortar designed for rehabilitation of deteriorated concrete and brick

structures. Prior to application the Contractor shall provide to the Engineer the yield area per bag for the mortar mix. The manufacturer shall certify that the materials are compatible and are designed for use in manhole rehabilitation, sewer pipes, lift stations, or any concrete structure that is exposed to aggressive sanitary sewer environments. Application shall be according to the manufacturer's recommendations and these Special Provisions.

The chemical composition of the cement portion as well as the aggregates of the mortar mix shall be as follows:

Chemical Analysis of Main Constituents			
Al ₂ O ₃	CaO	FeO + Fe ₂ O ₃	SiO ₂
39% - 47%	33% - 39%	6% - 15%	4% - 9%

1. The mortar mix shall be designed to withstand long-term exposure to a bacterially corrosive hydrogen sulfide environment that may be expected to produce a pH of 1 on normal Portland Cement Concrete or typical brick and mortar surfaces.
2. The addition of water to the mix shall be in strict accordance with the Manufacturer's recommendations. Re-mixing or tempering shall not be permitted.
3. Cementitious liner with Calcium Aluminate Mortar shall be applied to a thickness of ½-inch minimum. The thickness minimum is in addition to any material required to fill voids. For voids greater than one (1) square foot and less than ¾-inch in depth, the Contractor may request approval from the Engineer to use spray applied cementitious material to fill voids.
4. Contractor shall provide all equipment necessary to individually gauge, control, and monitor the actual amounts of component materials necessary to complete the lining installation. The type of equipment and methods used to gauge, control, and monitor component materials shall be submitted to the Engineer for review and approval.
5. Cementitious liner with Calcium Aluminate Mortar shall be allowed to cure in accordance with the manufacturer's recommendations.
6. Cementitious liner with Calcium Aluminate Mortar shall be applied to all interior surfaces of the manhole structure including invert, benches, walls, cone, chimney, and grade rings.

1503-8.2 Epoxy Lining. – Epoxy material shall be 100% solids and shall be designed for use in manhole rehabilitation. Epoxy material shall be spray applied and in accordance with the manufacturer's recommendations and these Special Provisions. Flexible epoxy lining will not be allowed. Epoxy lining shall be applied to all interior surfaces of the manhole structure including invert, benches, walls, cone, chimney, and grade rings to create a monolithic lining. Manhole frame casting shall not be coated with epoxy. Minimum thickness of epoxy lining shall be 150 mils.

1503-8.3 Cured-in-Place Lining. – Prior to ordering liner, measurements shall be taken to ensure that the fabricated liner fits properly in the manhole structure. The completed liner shall be a monolithic structure from the top of the manhole to the invert. Protruding laterals shall be trimmed prior to installation of the liner. The installation and curing of the liner shall be according to the manufacturer's recommendations. Upon proper curing of the liner, main line and lateral connections to the manhole shall be reopened. Suitable grout material shall be used to seal the gaps around the edges of the pipe openings. Quick setting, non-shrink grout shall be used to seal the gaps around the edges of the pipe openings. Final liner thickness shall be 125 mils minimum.

APPENDIX A
Daily Work Report Form

DAILY WORK REPORT

Project Name: _____

File No.: _____

Date: _____

Contractor: _____

Foreman: _____

Weather: _____

CONTRACT WORK PERFORMED				DIARY AND REMARKS					
Item #	Description	Unit	Survey Station	New and Unforeseen Work [] None [] Yes, describe:					
EQUIPMENT				LABOR					
Equip. #	Description	Hours	Hourly Rate	Ext. Amount	Emp. #	Employee Name	Hours	Hourly Rate	Ext. Amount
SUBTOTAL COST OF EQUIPMENT					SUBTOTAL COST OF LABOR				
MATERIAL and/or WORK done by specialists									
Description		Unit	Unit Cost	Ext. Amount					
SUBTOTAL COST OF MATERIALS AND WORK					TOTAL COST OF LABOR				
					Subsistence				
					Travel Expense				
					Other				
					TOTAL COST OF LABOR				
					TOTAL COST OF EQUIPMENT				
					TOTAL COST OF MATERIALS AND WORK				
					SUBTOTAL				
					OVERHEAD AND PROFIT (%)				
Contractor Foreman Date CSJ Reviewed By Date					TOTAL COST				

APPENDIX B

City Of San Jose Tow-Away Permit and Fee Schedule Information



DOCUMENTATION IN SUPPORT OF TOW-AWAY REQUEST

CONSTRUCTION OR SERVICE COMPANIES:

Please complete Section A and sign where indicated at the time the tow-away notices (signs) are posted. When requesting vehicle(s) be towed, complete Section B and call the Parking Compliance Unit (408) 277-5545 between the hours of 7:00 a.m. to 4:30 p.m. Mon. thru Fri. If no one answers or the request is for any other time call 311 (SJPd Communications Non-emergency Line) and request a Parking Compliance or Police Officer to tow the vehicle(s) in violation.

Declaration(s) shall be completed for each vehicle to be towed prior to calling.

Section A DECLARATION (Permittee or designated representative)

_____ was issued Tow-away Permit No. _____ for the following location(s):

(Name/Phone number of Permittee)

The Permit is valid from _____ to _____ . On _____ at _____
(beginning date) (ending date) (date) (time)

Permittee and/or designated representative posted or caused to be posted Temporary Tow-Away Signs in conformance with the requirements set forth in the Tow-Away Permit Conditions and Posting Instructions attached to the Permit. The public was notified at least 24 hours before the intent to tow. Posting approved by (signature of permittee or representative): _____

Section B DECLARATION (Requestor)

- The above-referenced temporary tow-away signs are clearly visible and were posted in the proper location at least 24 hours prior to this tow-away request.
- The Permit is valid.
- The undersigned is authorized to make this tow request on behalf of the Permittee.

The undersigned declares under penalty of perjury that the above statements are true and correct, and that his/her request to tow is based upon such statements. I understand that supplying incorrect information or acting improperly in regards to posting temporary tow-away signs will result in the permittee and/or requestor being held liable for all fees and costs resulting from an improper tow. Furthermore, an improper tow based on any fraudulently supplied information or fraudulent act made by the permittee and/or requestor may result in criminal prosecution and/or revocation of current and denial of future permits.

Requestor _____ Signature _____ Phone _____ DATE _____
(Name/Title)

Section C VERIFICATION (Responding Officer)

On _____ at _____ the following vehicle was found within the prohibited work areas at the location shown:

EXACT LOCATION _____
(i.e. address, x-street or feet from x-street)

LICENSE# _____ MAKE _____ YEAR _____ Verified by CLETS: YES NO
(circle one)

- The closest temporary Tow-Away sign to the front of the above-referenced vehicle is posted approximately _____ feet from the front of the vehicle.
- The closest temporary Tow-Away sign to the back of the above-referenced vehicle is posted approximately _____ feet from the rear of the vehicle.

Case # _____ Citation # _____ Officer's Name/Badge # _____

OFFICER INFORMATION: This form is the authority to tow the violators' vehicle. Attach this form to your CHP180 report. Your tow authority is CVC 22651 (L) or (M). The parking violation is SJMC Section 11.36.190* or 11.36.200* *, which is to be issued at the time of tow. For any questions, call 277-4931.

*11.36.190 Parking prohibited where use of street is necessary for cleaning, repair, or construction of street or installation of underground utilities. Tow Authority CVC 22651(L)

**11.36.200 Parking prohibited where use of street is authorized for purposes other than normal flow of traffic. Tow Authority CVC 22651(M)



TOW-AWAY PERMIT NO. _____
RECEIPT NO. _____

DEPARTMENT OF TRANSPORTATION

Section A: Tow Away Permit Applicant ("PERMITTEE")

Name: _____ Title: _____
Organization/Company: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Daytime Phone: _____ Cell: _____ Pager: _____

*** (Note: The person posting the signs must include his/her name and contact information on the posting log)**

Section B: Work Activity Information

1. Describe the specific construction work activity(s) to be performed within the street right-of-way:

2. City-issued temporary tow-away signs will be posted at the following location(s):

Street 1: _____ between _____ and _____

Street 2: _____ between _____ and _____

☐ If work will be performed at multiple locations, check the box & attach a list of street locations.

Total Number of Parking Metered Spaces (if any): _____ Meter Number: _____

Meter Number (cont.): _____

3. The effective days, dates, and times to be shown on the face of tow-away signs are:

Effective Days: ☐ Mon. ☐ Tues. ☐ Wed. ☐ Thurs. ☐ Fri. ☐ Sat. ☐ Sun.

Effective Date(s): From: _____ To: _____

Effective Hour(s): From: _____ To: _____

4. City Job No. and City Inspector Name/No. : _____

Section C: Tow Away Permit Fee (\$25 permit fee, \$.50/sign plus tax, \$5/day lost meter revenue if applicable)

Total Fees = \$25 permit Fee + (_____ No. of signs + _____ (9¼% tax)) + (_____ No. Of Meters X \$5/Day X _____ No. Of Days)

Total amount due: \$ _____

Section D: Permittee's Statement of Understanding

I have read, understand, and agree to follow the attached instruction sheet entitled "TOW AWAY PERMIT CONDITIONS AND POSTING INSTRUCTIONS". This Tow-Away permit is issued with the understanding that a fee covering lost revenue on metered spaces will be charged if meters are affected by the tow away zone. Additional fees for the removal and replacement of meter heads and poles may also be charged under separate cover if applicable. **A copy of this permit must be displayed on all work vehicles parked within the tow-away zone.**

Applicant's Signature: _____ Date: _____

Section E: Department of Transportation Authorization

The City's Department of Transportation hereby grants permission to the applicant to post temporary Tow-Away/No Stopping signs for the dates, times, and locations indicated above in accordance with the "TOW AWAY PERMIT CONDITIONS AND POSTING INSTRUCTIONS".

By: _____ Date: _____

On behalf of James Helmer, Director,
Department of Transportation

[illegible]

TOW-AWAY PERMIT
FEE CALCULATION WORKSHEET
(for office use only)

DEPARTMENT OF TRANSPORTATION

PERMIT NO. _____

I. TOW AWAY PERMIT FEES

Description	Quantity	Unit Cost	# of Days	Sales Tax	Sub-Total
Permit Application - Processing Fee		\$25.00/each			
Tow-Away Sign - Material Fee		\$.50/each		(9.25%)	
Parking Meter - Lost Revenue Fee		\$5.00/per day			
TOTAL COST:					

- A \$25.00 administrative processing fee is assessed for each permit application issued. One permit application is required per job contract, which can include multiple streets, as long as the same work activity is performed on these streets under a single contract.
- A \$.50 (plus tax) material fee is assessed for each Tow-Away sign issued.
- A \$5.00/day fee is assessed for each parking meter that is affected by tow away sign posting. This fee covers lost revenue to the City while meters are temporarily out of service. If a meter is occupied for more than 2 months, then lost meter revenue is charged at a flat rate of \$50/month. Finance can bill the customer for lost meter revenue or the customer can pay DOT directly.
- No fee is assessed for extending the dates on an existing permit. However, if work is being done on new street locations not originally included on the permit or new work activities are occurring, then a new permit must be processed and all fees assessed.

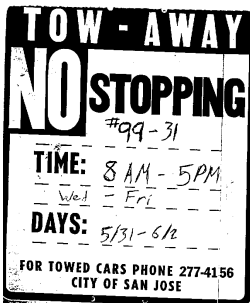
II. PARKING METER FEE INFORMATION

- Customer is responsible for providing meter I.D. numbers for all meters that need to be removed and replaced.
- In addition to all other fees, a \$25.00 fee is assessed for each meter head that needs to be removed. Meter heads may need to be removed from the pole if the work involves oversized equipment that may damage the meter.
- In addition to all other fees a \$75.00 fee is assessed for each meter pole (pole + meter head) that needs to be removed. Meter poles may need to be removed if the work involves oversized equipment that may damage the meter pole.
- Customer is responsible for contacting the, Parking Division at (408) 535-3850 to schedule parking meter removal/replacement. Customer will be billed under separate cover by Parking Division staff.
- Customer may rent a meter hood at \$5.00/day per meter hood. A meter hood is a bag that a customer can place over a meter to exempt him/her from having to pay the meter, but this does not reserve a metered parking space. There is a \$50.00 deposit for each meter hood rented. This is a convenience service available to contractors working on job sites located within metered zones. Customer may rent a meter hood from Parking Division at (408) 535-3850. Customer will be billed under separate cover by Parking Division staff.

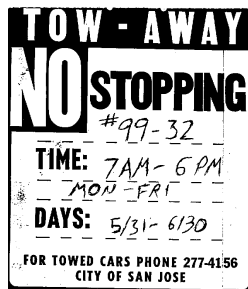
TOW-AWAY PERMIT CONDITIONS AND POSTING INSTRUCTIONS

The following conditions apply to all tow-away permits issued by The Department of Transportation. **It is the sole responsibility of the Permittee to meet the conditions described herein.** Failure to meet these tow-away permit conditions will render the tow-away permit invalid and result in parking control officers/police personnel not responding for a tow request:

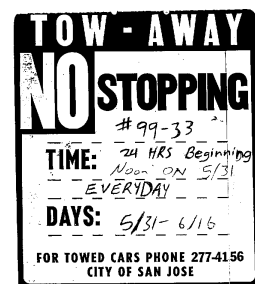
1. Permittee cannot alter the front side of the permit. Any alteration made will render the permit invalid.
2. **Permittee shall notify the City of San Jose's Parking Compliance Unit by calling (408) 534-2900 AND fax a copy of the log sheet to (408) 288-7322 IMMEDIATELY after the tow-away signs have been posted.** Failure to notify and/or fax the log sheet will render the tow-away permit invalid and result in parking control officers/police personnel not responding for a tow request:
3. Permittee must clearly print the PERMIT NUMBER, TIME, DATES, and DAYS and of actual work on EACH temporary tow-away sign prior to posting. Examples of completed temporary tow-away signs are shown below:



Three consecutive days



Weekdays Only - Extended period



Weekdays & Weekends - 24 -hour period

4. Permittee understands that any temporary tow-away sign displaying incomplete information and/or altered information is rendered invalid and unenforceable. Permittee further understands that posting any temporary tow-away signs, other than City-issued tow-away signs, is not allowed and renders the signs invalid. Permittee may not post reproduced tow-away signs and is responsible for maintaining posted signs.
5. **Permittee shall post City-issued temporary tow-away signs in their proper locations at least twenty-four (24) hours in advance, but not more than seventy-two (72) hours of when actual work will occur on a particular street.** Permittee must maintain the temporary tow-away signs at all times. Failure to do so will render the temporary tow-away signs invalid and the Permittee will be responsible for the payment of all the costs related to an illegal tow resulting from the Permittee's failure to post and maintain the temporary tow-away signs at all required times. The permit only authorizes Permittee to post and maintain temporary tow-away signs on the days, times, and exact locations identified on the face of the permit.
6. Permittee shall use packing tape or string to attach temporary tow-away signs to poles, survey stakes or meter pipes. Permittee may also mount tow-away signs on A-frame barricades. **Duct tape, wire or other material that may damage the poles, meters, or tree guards may NOT be used to mount temporary tow-away signs.**
7. Permittee must post one sign for each metered space. In non-metered areas, the Permittee must post a sign a minimum of every **50 feet** at a consistent height, unless poor visibility requires posting at shorter intervals. Permittee must also post a temporary tow-away sign at the beginning and at the end of the

work area. All signs must be posted within 6 feet of the face of curb on the side of the street on which parking is to be restricted.

8. Permittee must remove all tow-away signs and fastening materials from poles and meters upon completion of work on a particular street. Permittee shall pay for the repair of any damage caused to any public property to which the temporary tow-away sign was attached. Permittee shall pay the actual cost to the City of having to remove any signs the Permittee fails to remove.
9. Permittee must remove any posted tow-away signs if work on any particular street has been delayed or suspended for any reason and shall make good faith efforts to not unnecessarily restrict public parking.
10. In the event that the Department of Transportation approves the original permit for extension, Permittee shall post new temporary tow-away signs with the extended term in accordance with conditions 1-9 stated above.
11. Permittee shall be responsible for properly initiating all tows under the permit. A copy of the Tow Away Posting log sheet must be faxed to the Parking Compliance Office at (408) 288-7322.
12. Permittee may initiate a tow request by contacting the Parking Compliance Unit at (408) 534-2900 during the hours of 7:00am to 4:30pm Mon. through Fri. For all other times call the non-emergency number 311(City Communication Center). Permittee MAY NOT contact a towing company directly since a law enforcement officer must issue the tow request.
13. When initiating a tow request, the Permittee shall provide the law enforcement officer with a copy of the permit along with the completed original Documentation in Support of Tow-Away form and a record of the time, date, and location of when the signs were posted, as well as the name of the person posting the signs. Photocopies of signed declarations will not be accepted.
14. The Permittee will indemnify and hold harmless the City from all damages, losses or claims arising out of or resulting from a tow initiated by Permittee pursuant to his/her tow-away permit. Permittee must pay for all costs associated with invalid tows.
15. The Department of Transportation reserves the right to revoke tow-away permits or revise the approved days, hours or street locations on any Tow Away permit application at any time.
16. **Unless specifically stated on the permit, this permit is not to reserve parking space(s) for personal use. Only construction related vehicle(s) that are continuously used are allowed in the tow-away zone.**
17. **A valid copy of the Tow-Away permit must be clearly visible on the dashboard of all vehicles parked within a tow-away zone. Absolutely no personal vehicles will be allowed to park within the tow-away zone. Any personal vehicles parked within the restricted area regardless of displaying a valid Tow-away permit will be subject to a citation.**

I acknowledge that I have read and understand the above "Tow-Away Permit Conditions and Posting Instructions"

Permittee Name (signature): _____

Permittee Name (printed): _____

Permittee Phone Number: _____

Date: _____

*** Permittee must sign above prior to permit being issued**

APPENDIX C
Hazardous Materials Storage System
Permit Requirements



PERMITTING REQUIREMENTS FOR TEMPORARY STORAGE OF DIESEL FUEL

Diesel generators and diesel pumps are two systems commonly encountered in the job functions of Public Works Officials. A hazardous material Storage System Permit is required for storage of diesel fuel in tanks with capacity in excess of 60 gallons.

Regulatory Authority

1. 2007 California Fire Code
2. California Health and Safety Code, Chapters 6.7, & 6.95
3. City of San Jose Fee Ordinance

Permit Submittal Requirements

When a permit is required, the permit application with the associated fees is required to be submitted to the San Jose Fire Department's Hazardous Materials Division. Applications should be accompanied by a detailed scope of work, a site plan showing the hazard's locations in reference to property lines, building, public ways, and combustible materials such as trees and grass. Installation submittals should include specifications sheets that detail listings and equipment specific information. Closure submittals should include decontamination procedures and shipping methods.

Hazardous Materials Storage Systems Fee Schedule

Installations, removal, closure, or alteration permits are required for all hazardous materials storage systems, including but not limited to:

1. Underground and aboveground tanks and associated piping;
2. Liquid petroleum gas tanks and associated piping systems; and
3. Other Hazardous Materials Systems that required the submittal of a plan.

The fee is \$636.30 per system plus \$202.00 for each additional system of the same type.

EXCEPTIONS:

1. Piping installed in conjunction with the installation of another system (e.g. a tank) shall not be required to have a separate permit.
2. Inert compressed gas systems installation or alteration permits shall be \$424.20 per system. Inert compressed gas systems do not require a closure or removal permit.

Additional information regarding and permits may be obtained at: **San Jose Fire Department Hazardous Materials Program, 200 E. Santa Clara Street, 2nd floor Tower San Jose, CA 95113, Tel. No.: (408) 535-7750.**

Bureau of Fire Prevention

200 E. Santa Clara St. Tower, 2nd Floor San José, CA 95113-1905 tel (408) 535-7750 fax (408) 292-6067
www.sjfd.org



Hazardous Materials Storage System – Permit Application

Go To: www.sanjoseca.gov or www.sjpermits.org or www.sjfd.org

San Jose Fire Department
Fire Prevention – Development
San Jose City Hall – 2nd Floor
200 E. Santa Clara
San Jose, CA 95113-1905
Phone: (408) 535-7750

Associated Building Plan Check Folder:

Hazardous Materials Folder/Permit:

PROJECT/FACILITY LOCATION

Business Name:

Address:

Nearest Cross Street:

Date:

City: **SAN JOSE**

State: **CA** Zip:

Contact Person:

Ph:

APPLICANT INFORMATION

Business Name:

Mailing Address:

Contact Person:

Ph:

FAX:

City:

State: Zip:

Title:

e-mail address:

PROJECT CONTRACTOR

Business Name:

Mailing Address:

Contact Person:

Ph: or

*San Jose City Business License Number:

*Worker's Compensation Number:

*State Contractors License Number and Type:

City: State: Zip:

Title:

e-mail address:

Expiration Date:

Expiration Date:

Expiration Date:

TYPE OF PROJECT/SYSTEM: (Select One)

- | | |
|------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Hazard Compressed Gas/Cryogenic System | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Inert Compressed Gas System | <input type="checkbox"/> Battery System |
| <input type="checkbox"/> Other Hazardous Material System | <input type="checkbox"/> Metal Finishing/Plating Line |
| <input type="checkbox"/> Aboveground Tank/Piping System (liquid) | <input type="checkbox"/> Facility Closure |
| <input type="checkbox"/> Underground Tank/Piping System (liquid) | <input type="checkbox"/> L.P.G. Tank Piping System |

WORK PROPOSED: (Select One)

- | | |
|-------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Closure | <input type="checkbox"/> Facility Partial Closure |
| <input type="checkbox"/> Repair | <input type="checkbox"/> Facility Full Closure |
| <input type="checkbox"/> New Installation | <input type="checkbox"/> Alteration |
| <input type="checkbox"/> Removal | <input type="checkbox"/> Temporary |

PROJECT DESCRIPTION

SYSTEM IDENTIFICATION		PRIMARY CONTAINMENT		SECONDARY CONTAINMENT	
Hazardous Materials Stored		Construction Material	Size (Volume, Pipe Diam., etc.)	Construction Material	Size (Volume, Pipe Diam., etc.)
1					
2					
3					
4					
5					

ATTENTION APPLICANT:

This permit is valid for 180 days of from the date of issue or last activity. This permit is being issued pursuant to the requirements specified on the attached San Jose Fire Department Plan Check. It is your responsibility to post this document conspicuously at the job site prior to commencing work. You are to have an approved set of plans and San Jose Fire Department Plan Check available for review at the job site. **Inspections may be scheduled by calling (408) 535-7751.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that, to the best of my knowledge, the license(s) listed above are those required for the work to be performed and are in full force and effect, or if exempt, that the exemptions meet the requirements of the Contractor's State License Law as contained in the Business & Professions Code, Division 3, Chapter 9. If there is any change, which would materially affect the above information or plans submitted, I will notify the Bureau of Fire Prevention.

APPLICANT'S NAME (Please Print)	TITLE (Please Print)	APPLICANT'S SIGNATURE	DATE
---------------------------------	----------------------	-----------------------	------

FIRE DEPARTMENT USE:

	Date	Approved By:	Inspector's Comments
Plans Reviewed	____/____/____	_____	_____
Primary Containment	____/____/____	_____	_____
Secondary Containment	____/____/____	_____	_____
Monitoring System	____/____/____	_____	_____
Other: _____	____/____/____	_____	_____
Final Inspection	____/____/____	_____	_____

APPENDIX D
Non-Portable Water Exemption Form

City of San Jose
Waste Water Prevention and Water Management Ordinance

PW Log # _____
PW Project # _____
File Date _____

EXCEPTION APPLICATION

Compliance Review

Water Company (circle one)

Muni SJ Water Great Oaks

Applicant Information

Applicant NAME _____ Title _____

COMPANY _____

Mailing ADDRESS _____ City _____ Zip _____

TELEPHONE _____ FAX _____

Hydrant Water Use Information

Location of Project (water use) _____

Project Name _____

Distance from Water Pollution Control Plant? > 3 miles < 3 miles (circle one)
S/o Trimble Rd? N/o Trimble Rd?

Have you Applied for Reclaimed Water? YES NO (circle one)
If NO and project is north of Trimble Rd., please state why you cannot use reclaimed water:

Term for water use: 6 months 12 months Other _____ (circle one)

Comments _____

SIGNATURE of APPLICANT _____ Date _____

Office Use Only

Hydrant Water Use: APPROVED DENIED (circle one)

Term of Approval: From _____ To _____

Department of Public Works

Signature of APPROVAL _____ (Title) _____

(Division) _____ (Date) _____

FEE PAID: Yes No at Muni Water (circle one)

Check # _____ Receipt # _____

NOTICE regarding WATER SHORTAGE MEASURES

If the City Council declares a thirty percent (30%) water shortage,
This Director approved "Exception" and hydrant water usage will be void and re-application will be required.

APPENDIX E
Construction Staking Request Form



TO BE COMPLETED BY INSPECTOR		
PROJECT NAME: _____		
CHARGE NO. _____		
REQUEST NO: _____ DATE REC'D: _____		
INSPECTOR: _____ CELL PHONE #: _____		
<input type="checkbox"/> MINIMUM ESSENTIAL CONTROL?	<input type="checkbox"/> TURN-AROUND TIME SUFFICIENT?	<input type="checkbox"/> AREA READY FOR STAKING?

PUBLIC WORKS SURVEY SECTION

REQUEST FOR CONSTRUCTION STAKING

TO BE COMPLETED BY CONTRACTOR
CONTRACTORS NAME: _____
DATE SUBMITTED: _____

TO BE COMPLETED BY CONTRACTOR							TO BE COMPLETED BY SURVEY FIELD SUPERVISOR			
PRIORIT Y NUMBER	TYPE OF STAKING	ORIGINA L	RESTAKE	LOCATION--STATION--OFFSET--ETC.	DATE		DATE BEGAN	DATE COMPLETED	PARTY CHIEF	MAN- HOURS
					AREA WILL BE READY FOR STAKES	STAKES WILL BE USED				
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							
		<input type="checkbox"/>	<input type="checkbox"/>							

COMMENTS:

RE-STAKING COMMENTS:

APPENDIX F

Project Information Signs

PROJECT INFORMATION SIGN



Material: Aluminum 0.080"

Size: 40" x 40"

Round off all corners

Vinyl die-cut, black lettering on white background, single sided

Quantity: 2 minimum (one at each and every entrance to the project site)

Contractor to provide the Company name and a 24-hour toll-free contact phone number.

Contractor to check with the Project Manager to obtain the project name and telephone number for the City of San Jose before fabricating the signs.

Note: Contractor to return all signs to the City at the completion of the project.