



### **NOTICE TO OFFERERS**

Notice is hereby given that the City of Livermore invites sealed proposals for WATER, SEWER, AND STORM DRAIN SYSTEM REPAIR CONTRACT.

Each proposal shall be in accordance with the conditions and specifications on file in the office of **the Purchasing Assistant, 1052 South Livermore Avenue, Livermore, California 94550**, where copies of said conditions and specifications may be inspected or obtained at no charge. All proposals must be enclosed in a sealed envelope and clearly identified with proposal title, name of bidder and proposal due date to preclude premature opening of proposal.

**Sealed proposals shall be delivered to the Purchasing Assistant at the above indicated address on or before 3:00 p.m. on Thursday, October 23, 2008.**

The City of Livermore reserves the right to award or reject proposals in part or in whole and on any basis it deems in the best interest of the City.

Reference is hereby made to said specifications for further details which specifications, general conditions, and this "Notice to Offerers" shall be considered part of any contract made pursuant thereto.

PUBLISHED: October 9, 2008

**CITY OF LIVERMORE**  
**RFP #4064**  
**FOR: WATER, SEWER, AND STORM DRAIN SYSTEM REPAIRS**  
**GENERAL TERMS AND CONDITIONS**

1. Notice is hereby given that the City of Livermore, Alameda County, California, will receive sealed proposals for the **WATER, SEWER, AND STORM DRAIN SYSTEM REPAIR CONTRACT**.
2. Each proposal shall be in accordance with specifications on file in the office of the Purchasing Assistant, City of Livermore, 1052 So. Livermore Ave., Livermore, California 94550, where a copy may be obtained at no charge.
3. **Each Proposal shall be sealed and filed with the said Purchasing Assistant at 1052 South Livermore Avenue, Livermore, CA 94550 prior to 3:00 p.m. on Thursday, October 23, 2008. It is the contractor's responsibility to ensure that proposals are received prior to the 3:00 p.m. RFP closing time. LATE PROPOSALS WILL NOT BE ACCEPTED!**
4. Each proposal must be accompanied by a **complete copy** of these specifications. All blanks in specifications must be filled in or the proposal will be considered **unresponsive**.
5. All prices must be typed or written in ink. **Proposals written in pencil will not be accepted**. Mistakes may be crossed out and corrections inserted adjacent, but the correction must be initialed in ink by the person signing the proposal.
6. Any claim of error by a contractor must be made before the time of the proposal opening, otherwise it shall be deemed waived.
7. Any deviation from the attached specifications or substitution of services or materials must be clearly indicated. Complete detailed specifications must accompany any substitutions so specified.
8. The City reserves the right to reject any and all proposals on any basis deemed in the best interest of the City. Any changes, omissions, or variations in specifications or conditions of the RFP may be considered cause of rejection.
9. No contractor may withdraw his or her proposal for a period of sixty (60) days after the date set for the opening thereof.
10. The contractor, by submitting his proposal, agrees to save, defend, keep, bear harmless, and fully indemnify the said City and any of its officers, officials, agents, employees, or volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise or be set up for an infringement of the patent rights, copyrights, or trade-marks of any person or persons in consequence of the use by said City, or by any of its officers, officials, agents, employees, or volunteers or articles to be supplied under this Request For Proposal.

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11. This RFP will be awarded to the contractor whose proposal represents the **Best Value** to the City of Livermore. Pursuant to Municipal Code section 2.68.360 (A)(5), the determination of which proposal represents the **Best Value** shall be based upon, but not limited to, the following considerations:
  - a. Cost;
  - b. The ability, capacity, and skill of the contractor to perform the contract and provide the services and equipment required for each job;
  - c. The ability of the contractor to provide the services and equipment promptly and within the time specified without delay or interference - all hours of the day or night;
  - d. The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
  - e. The quality of the contractor's performance on previous contracts with the City.
12. All items proposed must comply with the SAE standards and meet all OSHA, State of California and Federal Industrial Safety Orders, and regulations in effect on the date of this request for proposal.
13. The City of Livermore will furnish exemption certificates for all federal taxes, if required. California State, Alameda County, and City of Livermore taxes are applicable and shall be shown separately.
14. Any questions regarding RFP procedures may be directed to the Purchasing Assistant, Robert P. Federle, at (925) 960-4342. Any questions regarding the scope of the RFP may be directed to Darren Greenwood, Water Resources Division Manager, at (925) 960-8120.
15. *Contractor's attention is directed to the following Insurance Requirements. It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent RFP awardee fails to comply strictly with the insurance requirements, that contractor may be disqualified from award of the RFP and Contract.*

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FOR: WATER, SEWER, AND STORM DRAIN SYSTEM REPAIRS**

**INSURANCE REQUIREMENTS**

*Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.*

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- (1) General Liability, including operations, products and completed operations, as applicable:

\$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 per accident for bodily injury and property damage.

- (3) Employer's Liability:

\$1,000,000 per accident for bodily injury or disease.

**Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention 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 retention as respects the City of Livermore, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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**INSURANCE REQUIREMENTS**

**Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of 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 officers, officials, employees or volunteers.
- (2) For any claims related to the services provided by the Contractor, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of any policies required by this clause, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) 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.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event the policy is cancelled for non-payment of premium, ten (10) days' prior written notice, as stated above, will be given.

**Acceptability of Insurers**

If the insurance company providing coverage is licensed to do business in the State of California, the company shall have an A.M. Best rating of not less than A:VII. If the insurance company is not licensed to do business in California, the A.M. Best rating shall be not less than A+:X.

**Verification of Coverage**

Contractor shall furnish the City of Livermore original certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The Commercial General Liability endorsement shall be a form CG 20 10 11 85, and shall have the wording identified as Attachment A, attached to this document. The Commercial Automobile Liability endorsement shall be a form CL/CA 99 09 08 95, and shall have the wording as identified as Attachment B, attached to this document. All certificates and endorsements are to be received

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**POLICY NUMBER: COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES or CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

**CITY OF LIVERMORE**  
**ATTN:** Risk Manager  
1052 South Livermore Avenue  
Livermore, California 94550

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

**SCHEDULE, CONTINUED:** The City of Livermore, its officers, officials, employees and designated volunteers

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PERMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

**NOTICE OF CANCELLATION:**

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CG 20 10 11 85

**ATTACHMENT A**

Rev. 1/17/02

**CITY OF LIVERMORE  
RFP #4064  
FOR: WATER, SEWER, AND STORM DRAIN SYSTEM REPAIRS**

**POLICY NUMBER:**

**COMMERCIAL AUTO**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

Name of Person or Organization:

**CITY OF LIVERMORE**  
**ATTN:** Risk Manager  
1052 South Livermore Avenue  
Livermore, California 94550

**A. WHO IS AN INSURED** is amended to include as an "Insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Additional Insured that may be imputed to the Additional Insured. However, the naming of the person or organization shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.

**B. EXCLUSIONS**

This insurance does not apply to:

1. "Bodily Injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for damages that the Additional Insured would have in the absence of the contract or agreement.
2. "Bodily injury" or "property damage" arising out of the use or your "products" or work you performed for the Additional Insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the Additional Insured
  - b. Property in the care, custody or control of the Additional Insured for any purpose of exercising physical control.

**C.** Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance that would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.

CL.CA. 99 09 08 95

**CITY OF LIVERMORE  
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**ATTACHMENT B**

Rev. 1/17/02

**POLICY NUMBER:**

**COMMERCIAL AUTO**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
DESIGNATED PERSON OR ORGANIZATION**

(Continued from page 9.)

**SCHEDULE, CONTINUED:**

The City of Livermore, its officers, officials, employees and designated volunteers.

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

**SEVERABILITY OF INTEREST:**

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

**WAIVER OF SUBROGATION:**

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

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IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY U.S. MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CL.CA. 99 09 08 95

**ATTACHMENT B**

Rev. 1/17/02

**CITY OF LIVERMORE**  
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**FOR: WATER, SEWER, AND STORM DRAIN SYSTEM REPAIRS**  
**SPECIFICATIONS**

**1.0 GENERAL**

The City of Livermore's Water Resources Division is requesting proposals from qualified contractors to perform routine repair services for the City's water, sewer, and storm drain systems. Typical repairs include water service leaks, stuck valves, valve replacement, miscellaneous fire hydrant repairs, sewer stoppages, collapsed sewer mains, stuck jetter hoses, broken sewer laterals and storm drain problems. Contractor shall perform all labor, work, or other operations required for the fulfillment of the Contract, including tools and equipment, in strict accordance with the Contract Documents and the current City of Livermore Standard Specifications and Details. It shall also include the furnishing of all transportation and services, including fuel, electricity, water, safety equipment, and essential communications.

**2.0 CONTRACT TERMS AND DURATION**

The Contract will be in the form of an Contract for Services. Payment for work will be on a labor and equipment basis. Payment will be based on time at the site only; mobilization/demobilization costs are to be included in the proposed rates. Proposals are to be based **on a minimum 450 crew hours for the contract period**. Note, however, that the City makes no guarantee of the total quantity of work to be provided.

The Contract will begin after award of services by the City Council and will remain in effect for a period of one (1) year. The City has the option to extend the contract in one-year increments, for a total of three times. If the CITY opts for an extension, the Contractor's rates, as listed on Exhibit A, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Prime Index (all Urban Consumers) for the San Francisco-Oakland-San Jose area for the 12 month period prior to the beginning of each contract extension.

**Failure of Contractor to meet any of the contract requirements shall be considered sufficient grounds for immediate cancellation of the contract. The City may cancel by giving written notice to Contractor indicating the effective date of such cancellation. Waiver by the City of any breach of any covenant or agreement contained in said contract on the part of Contractor shall be deemed or held to be a waiver of any breach of any covenant or agreement contained therein.**

**3.0 CITY'S RESPONSIBILITIES**

The City Water Resources Division personnel will identify and assess specific problems. The City will notify Contractor of general locations requiring repair and a general description of the field conditions at repair locations.

Notification of residents whose service may be interrupted will be the responsibility of the City.

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**4.0 CONTRACTOR'S RESPONSIBILITIES**

Contractor will be required to perform routine repairs to the City's water, sewer, and storm drain systems. Contractor is responsible for all means and methods used to complete the repairs. Contractor shall be responsible for providing the following at levels adequate to complete repairs in a timely manner as outlined below:

- Qualified Labor
- Tools
- Equipment
- Transportation
- Services (including fuel, electricity, water, and communications)

The Contractor shall be responsible for notifying the Water Resources Division for each of the working days of this contract. Based on this notification, the Water Resources Division will determine the level of support by Division Personnel needed for each job location.

As the scope of this bid includes repairs or maintenance on "Public right-of-ways", contractor shall certify the payment of the "Prevailing Wage" to all employees performing work as part of the contract. Copies of the prevailing rate of per diem wages for each classification or type of worker are on file at the Livermore City Hall. Additionally, Contractor must ensure that a copy of the wage rates are to be posted at each job site. The Contractor must provide evidence, if requested, that the wages paid under this contract are equal to or greater than the current prevailing wages as listed by the California Department of Industrial Relations.

**Water Quality Protection or Stormwater Quality**

The contractor shall take all necessary steps to protect the storm drain system from discharges of construction-related wastewater, including: saw cutting slurry, concrete washout, sediment-contaminated runoff, sewage overflows, or highly-chlorinated discharges from water line testing. This will require the use of Best Management Practices (BMPs) such as providing sediment controls on downstream storm drain inlets, collecting and removing saw cutting slurry, providing an area for concrete washout, and directing highly-chlorinated discharges to the sanitary sewer or by dechlorinating this water. Specific BMPs are available from the Water Resources Division, Source Control Section.

The Contractor is responsible for damage resulting from performing repair and clean up of effected area.

**CONTRACTOR'S LICENSE CLASSIFICATION:** Contractor shall possess a valid Class A General Engineering Contractor's license at the time of Bid Opening and for the duration of the Contract. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of Bid Opening.

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The Contractor is responsible for meeting all Contract conditions and City Standards & Details for all work performed. Substandard work, as determined solely by the City, shall be redone at the expense of the Contractor.

**5.0 REPAIR STANDARDS**

Piping is to be restored to original functional condition. The current City of Livermore Standard Specifications & Details at the time of repair shall be complied with. All Federal, State, and Local health and safety rules and regulations shall be complied with.

**6.0 MATERIALS AND SUPPLIES**

Contractor will use materials and supplies from the City of Livermore inventory or specific vendor identified by the City. Use of the City's inventory will be at the City's discretion. There will be no cost to the City for materials and supplies used from the City's inventory.

**7.0 SCHEDULING**

Time is of the essence for all work contemplated by the Contract. Contractor will make a good faith effort to start repairs within three (3) days of notification or in accordance with a written schedule approved by the City. If repair cannot be completed within this period, Contractor shall provide the City a full damage assessment, cost estimate and completion schedule within two (2) days of notification. Normal work hours are Monday through Friday 7:00 am to 5:00 pm.

The City may designate approximately 20% of the work as Urgent and request contractor to start work within eight (8) hours. The City may also designate approximately 10% of the work as Emergency and request contractor to start work within four (4) hours. The bid form has places to indicate premiums or fees that contractor will charge for those response times.

**8.0 PHYSICAL CONDITIONS – UNDERGROUND UTILITIES**

**Shown or Indicated:** Unless it is expressly provided in the Section "Protection of Existing Facilities", the City shall not be responsible for the accuracy or completeness of information or data shown on the City's water, sewer, or storm drain system base maps or any other utility information. The Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities for coordination of the work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the contract price.

**Not Shown or Indicated:** If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the City's water and sewer

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system base maps; and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such Underground Utility and give written notice thereof to the City and shall notify the Engineer in accordance with the requirements of the Section entitled "Protection of Existing Facilities".

**9.0 PROTECTION OF EXISTING FACILITIES**

**9.1 GENERAL**

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

**9.2 RIGHTS-OF WAY**

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, communication cable, fiber optic transmission line, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the right-of-way involved until notified by the Engineer that the City has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When two (2) or more contracts are being executed at one time, on the same or adjacent land in such manner that work on one contract may interfere with that on another, the City shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the City to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted.

**9.3 RESTORATION OF PAVEMENT**

- A. General: All paved areas, including asphalt concrete berms, cut or damaged during construction, shall be replaced with similar materials of equal thickness to match

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the existing adjacent undisturbed areas. Exceptions would be specific resurfacing requirements of the permit-issuing agency. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavement, which is subject to partial removal, shall be neatly saw cut in straight lines per City specifications. The Contractor shall be responsible for adhering to the General Provision of the Encroachment Permit in relation to pavement restoration with 14 working days. The Contractor shall be responsible for the repair of all trenches and paved areas that settle or fail within one year of construction.

- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after back-filling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to adhere to the City of Livermore Standard Specifications & Details regarding adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after back-filling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

**9.4 EXISTING UTILITIES AND IMPROVEMENTS**

- A. General: The Contractor shall protect all Underground Utilities and other improvements, which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the City to move such property within a specified reasonable time. When utility lines that are to be removed are

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encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- C. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, which is shown the Contractor shall remove, and, without unnecessary delay, temporarily replace or relocate such utility or the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. City's Right of Access: The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of the Contract.
- E. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and back-filling and if damaged, shall be immediately repaired by the Contractor.
- F. Underground Utilities Not Shown or Indicated: In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the City. If directed by the Engineer, the Contractor shall make repairs.
- G. All costs of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idles during such work will be paid for as time and materials.
- H. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement owner before being concealed by backfill or other work.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service

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during all the operations under the Contract, unless other arrangements satisfactory to the Water Resources Manager are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after back-filling or is not discovered until after completion of the back-filling.

**9.5 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS**

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits. The Contractor shall not trim, cut, or remove any trees or shrubs unless such plants have been approved for such by the City Landscape Supervisor or other jurisdictional agency.

All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the City or an other jurisdictional agency and to the satisfaction of said City and/or agency at no cost to the City. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

- B. Trimming: The natural shape and form of the tree shall be preserved and enhanced; no stubs or splits or torn branches left; no topping or drop crotching; and clean cuts shall be made close to the trunk or large branches.
- C. Replacement: The Contractor shall immediately notify the City and/or other jurisdictional agency if any tree is damaged by the Contractor's operations. If, in the opinion of the City or said other agency, the damage is such that replacement is necessary; the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the City or other jurisdictional agency. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height. Fines will be assessed against the Contractor for trees removed without the City's prior written approval. The minimum amount of fine or restitution to the City will be the replacement of the tree removed, with one of equal or greater size and maturity and as approved by the City. Larger fines may be assessed against the Contractor depending upon the circumstances and type of tree removed, especially in the case of oak trees.

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**9.6 NOTIFICATION BY THE CONTRACTOR**

Except in urgent or emergency work as defined by the City, the Contractor shall notify Underground Service Alert (800-227-2600) forty-eight (48) hours prior to any excavation in the vicinity of any existing underground facilities. This shall include all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way.

The work will be performed on a labor and equipment basis. **Exhibit A** shall be completed to reflect Bidders fee schedule.

Fee schedule lists on **Exhibit A** shall be used for billing. Fee schedules for labor and equipment categories not listed shall be approved by the City, in writing, prior to work being performed on a particular job.



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**EXHIBIT B**

**City Contact List**

**Water**

**Randy Werner**

Work: (925) 960-8100  
Cell: (925) 766-5956  
Pager: (925) 862-8360

**Dean Atkins**

Work: (925) 960-8125  
Cell: (925) 766-5949

**Jim Loberg**

Work: (925) 960-8184  
Cell: (925) 766-5951

**Sewer**

**Mike Wells**

Work: (925) 960-8127  
Cell: (925) 525-1817

**Karl Kraft**

Work: (925) 960-8123  
Cell: (925) 525-1569

**Darren Greenwood**

Work: (925) 960-8120  
Cell: (925) 766-9318