



BOARD OF DIRECTORS MEETING

AGENDA

March 9, 2023 SPECIAL Meeting

District Offices

17081 Highway 116, Ste. B

Guerneville, CA 95446

2 p.m.

NOTICE TO PERSONS WITH DISABILITIES: It is the policy of the Sweetwater Springs Water District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. Upon request made at least 48 hours in advance of the need for assistance, this Agenda will be made available in appropriate alternative formats to persons with disabilities. This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).

Any person who has any questions concerning any agenda item may call the General Manager or Assistant Clerk of the Board to make inquiry concerning the nature of the item described on the agenda; copies of staff reports or other written documentation for each item of business are on file in the District Office and available for public inspection. All items listed are for Board discussion and action except for public comment items. In accordance with Section 5020.40 et seq. of the District Policies & Procedures, each speaker should limit their comments on any Agenda item to five (5) minutes or less. A maximum of twenty (20) minutes of public comment is allowed for each subject matter on the Agenda unless the Board President allows additional time.

I. CALL TO ORDER *(Est. time: 2 min.)*

- A. Board members Present
- B. Board members Absent
- C. Others in Attendance

II. PUBLIC COMMENT: The District invites public participation regarding the affairs of the District. This time is made available for members of the public to address the Board regarding matters which do not appear on the Agenda, but are related to business of the District. Pursuant to the Brown Act, however, the Board of Directors may not conduct discussions or take action on items presented under public comment. Board members may ask questions of a speaker for purposes of clarification.

III. ADMINISTRATIVE

- A. Discussion/Action re Approval of Resolution 23-03, Adopting the Bid Package and Authorizing the Public Bid to Proceed for the Moscow Road Water Line Repair Project for FY 2022-23. *(Est. time 15 min.)*

ADJOURN

Sweetwater Springs Water District Mission and Goals

The mission of the Sweetwater Springs Water District (SSWD) is to provide its customers with quality water and service in an open, accountable, and cost-effective manner and to manage District resources for the benefit of the community and environment. The District provides water distribution and maintenance services to five townships adjacent to the Russian River:

- Guerneville
- Rio Nido
- Guernewood Park
- Villa Grande
- Monte Rio

GOAL 1: IMPLEMENT SOUND FINANCIAL PRACTICES TO ENSURE EFFECTIVE UTILIZATION OF DISTRICT RESOURCES

GOAL 2: PROVIDE RELIABLE AND HIGH QUALITY POTABLE WATER WITH FACILITIES THAT ARE PROPERLY CONSTRUCTED, MANAGED AND MAINTAINED TO ASSURE SYSTEM RELIABILITY

GOAL 3: HAVE UPDATED EMERGENCY PREPAREDNESS PLANS FOR ALL REASONABLE, FORESEEABLE SITUATIONS

GOAL 4: DEVELOP AND MAINTAIN A QUALITY WORKFORCE

GOAL 5: PROVIDE EXCELLENT PUBLIC OUTREACH, INFORMATION AND EDUCATION

GOAL 6: ENHANCE BOARD COMMUNICATIONS AND INFORMATION

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SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors

AGENDA NO. V-A

FROM: Eric Schanz, General Manager

Meeting Date: March 9, 2023

SUBJECT: Discussion/ Action re Approval of Resolution 23-03 Moscow Road Water Line Repair Project

RECOMMENDED ACTION:

Adopt Resolution No. 23-03. A Resolution of the Board of Directors of the Sweetwater Springs Water District Approving the Bid Package and Authorizing the Moscow Road Water Line Repair Project to be publicly bid.

FISCAL IMPACT: \$219,995

DISCUSSION:

On January 7, 2022, due to severe winter storms, a slide occurred on Moscow Road damaging the roadway and exposing an eight-inch water main forcing the District to isolate the water main, reducing fire flow to approximately three hundred residents

On January 20, 2023, FEMA, CAL OES, Sonoma County Roads Department and Sweetwater Springs Water District met at the slide. Also in attendance were the County's Engineer and our Engineer (Coastland).

On January 26, 2023, a virtual meeting was held with Sonoma County, Coastland Engineering and Sweetwater Springs Water District to discuss the repair plan for the eight-inch water main.

Coastland has prepared cost estimates and design plans. The project is now ready to go to the public bid process.

Due to the urgency of the project the bid process has been shortened to three weeks. While the bid will be posted and open for application, the District will also solicit three bids from contractors who are known to have the ability and resources to complete the project in the required time frame.

Resolution No. 23-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT ADOPTING THE BID PACKAGE AND AUTHORIZING THE PUBLIC BID TO PROCEED FOR THE MOSCOW ROAD WATER LINE REPAIR PROJECT FOR FISCAL YEAR 2022-2023.

WHEREAS, On January 7, 2023, due to severe winter storms, a slide occurred on Moscow Road damaging the roadway and exposing an eight- inch water line forcing the District to isolate the water line, reducing fire flow to approximately three hundred residents; and

WHEREAS, the project involves the Public Works Department and the Sweetwater Springs Water District, there is an urgency to repair the water line for the purpose of restoring fire flow and to allow the Public Works department to complete emergency road repairs; and

WHEREAS, funding for the slide repair is expected from FEMA, with the additional mitigation cost expected to be funded by the District; and

WHEREAS, Plans and Specifications have been completed for the project and the project is ready to be publicly bid; and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Sweetwater Springs Water District, as follows:

1. The Board of Directors accepted the bid package and hereby authorizes the project to proceed to public bid.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on March 9, 2023, by the following vote:

Director	Aye	No
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Gaylord Schaap	_____	_____
Richard Holmer	_____	_____
Larry Spillane	_____	_____

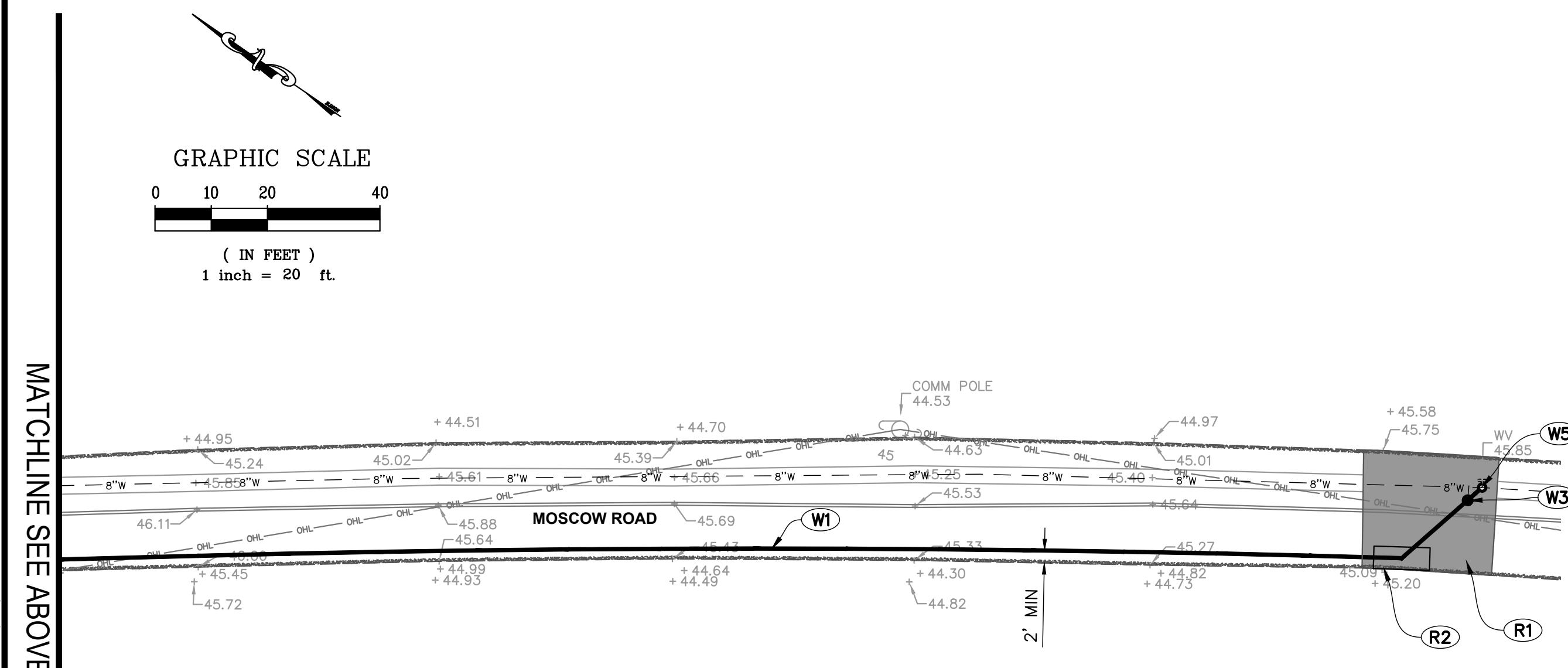
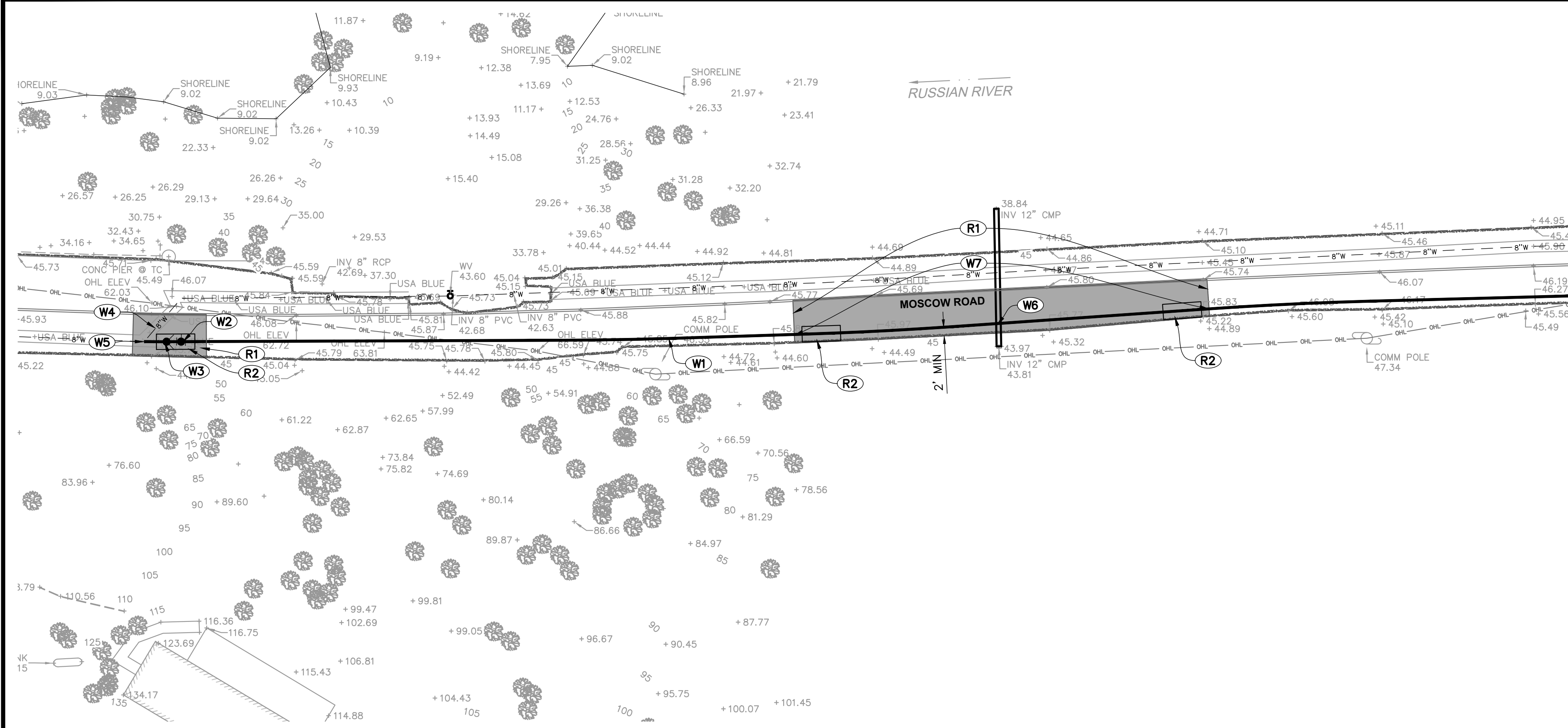
Tim Lipinski
President of the Board of Directors

Attest: Julie A. Kenny
Clerk of the Board of Directors

Sweetwater Springs Water District
Engineer's Opinion of Probable Construction Cost
for
Moscow Road Slide Repair - Jan. 2023 Flooding

Item No.	Item Description	Estimated Participating Quantity	Hazard Mitigation Quantity	Estimated Total Quantity	Unit of Measure	Unit Cost	Participating Cost	Hazard Mitigation Cost	Item Total
1	Mobilization	1		1	LS	\$6,300.00	\$6,300.00	\$0.00	\$6,300
2	Traffic Control	1		1	LS	\$10,000.00	\$10,000.00	\$0.00	\$10,000
3	Asphalt Concrete Trench Paving (Permanent)	5	35	40	TON	\$350.00	\$1,750.00	\$12,250.00	\$14,000
4	8" HDPE Water Main (Open Trench)	14	133	147	LF	\$150.00	\$2,100.00	\$19,950.00	\$22,050
5	8" HDPE Water Main (Directional Bored)	116	367	483	LF	\$125.00	\$14,500.00	\$45,875.00	\$60,375
6	8" Gate Valve	1		1	EA	\$3,000.00	\$3,000.00	\$0.00	\$3,000
7	Temporary Blow Off	2		2	EA	\$1,250.00	\$2,500.00	\$0.00	\$2,500
8	Water Main Tie In	2		2	EA	\$3,500.00	\$7,000.00	\$0.00	\$7,000
9	Trench Bracing and Shoring	1		1	LS	\$5,000.00	\$5,000.00	\$0.00	\$5,000
10	Abandon Water Main and Appurtenances	1		1	LS	\$2,000.00	\$2,000.00	\$0.00	\$2,000
Subtotal							\$54,150	\$78,075	\$132,225
Contingency (10%)									\$27,770
Total Construction Cost									\$159,995
Design Engineering & Support									\$10,000
CM & Inspection									\$50,000
Total Cost									\$219,995

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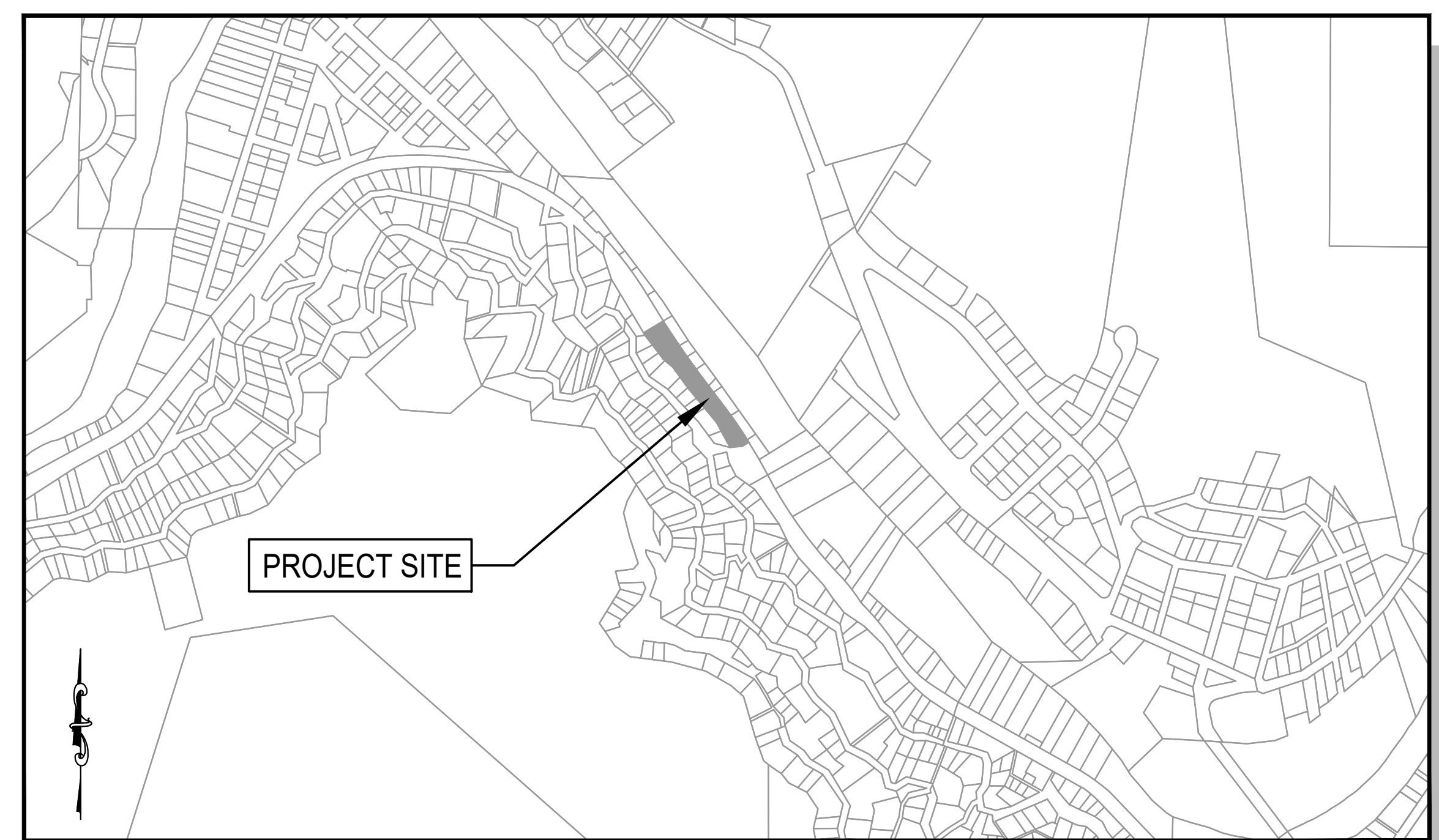
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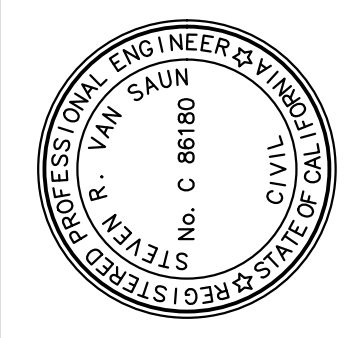
- CONSTRUCTION NOTES**
- (W1) CONSTRUCT 8" HDPE WATER MAIN, DIRECTIONAL BORED, PROVIDE A MINIMUM OF 36" COVER.
 - (W2) 8-INCH GATE VALVE WITH HARNESS TIE-BACK PER DETAIL
 - (W3) INSTALL TEMPORARY BLOW OFF PER DETAIL
 - (W4) PLUG EXISTING WATER MAIN AND ABANDON PER DETAIL
 - (W5) CONNECT TO EXISTING WATER MAIN WITH FITTINGS AS REQUIRED UNDER THE INSPECTION OF THE DISTRICT.
 - (W6) ROPE PIPE UNDER STORM DRAIN PER DETAIL
 - (W7) CONSTRUCT 8" HDPE WATER MAIN, OPEN TRENCH. PROVIDE A MINIMUM OF 36" COVER.
 - (R1) GRIND 0.25' AND PLACE 0.25' OF TRENCH PAVING PER COUNTY STANDARD 219B, TYPE A1.
 - (R2) APPROXIMATE BORE PIT LOCATION

- WATER NOTES**
1. WATER SERVICE TAPS UP TO 1 INCH REQUIRE 24 INCHES OF SPACING BETWEEN TAPS. FOR LARGER SERVICE TAPS THE CONTRACTOR SHALL REFER TO THE PROJECT SPECIFICATIONS FOR MINIMUM SPACING REQUIREMENTS.
 2. ONLY DISTRICT UTILITY DEPARTMENT PERSONNEL SHALL OPERATE VALVES ON THE EXISTING WATER SYSTEM. REQUIRED NOTIFICATION FOR SHUT-DOWNS IS 5 WORKING DAYS.
 3. CUT-IN TEES AND FINAL WATER MAIN TIE-INS SHALL BE MADE UNDER THE INSPECTION OF DISTRICT PERSONNEL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE DISTRICT FOR INSPECTIONS. SEE PROJECT SPECIFICATIONS FOR PRE EXCAVATION REQUIREMENTS.
 4. WATER SERVICES OTHER THAN THOSE SHOWN ON THE PLANS SHALL NOT BE INSTALLED WITHOUT THE APPROVAL OF THE ENGINEER.
 5. IF DAMAGE OCCURS TO ANY WATER SERVICE DURING CONSTRUCTION, THE CONTRACTOR SHALL REPLACE THE SERVICE FROM THE CORPORATION STOP AT THE MAIN TO THE WATER METER WITHOUT SPLICING.
 6. WATER SERVICE MARKOUTS ARE APPROXIMATE. THE CONTRACTOR SHALL CAUTIOUSLY EXCAVATE UNTIL SERVICE IS EXPOSED OR AS DIRECTED BY THE ENGINEER.
 7. WHERE CONFLICTS OCCUR WITH EXISTING UNDERGROUND FACILITIES, THE CONTRACTOR SHALL DEPRESS THE NEW WATER MAIN PER DETAILS ON THE PLANS.
 8. NEW WATER SERVICES AND SEWER LATERALS SHALL BE SEPARATED HORIZONTALLY BY A MINIMUM OF 5 FEET.
 9. THERE SHALL BE NO UNMETERED CONNECTIONS TO THE WATER SYSTEM, INCLUDING CONNECTIONS BYPASSING THE METER FOR OBTAINING CONSTRUCTION WATER. UNMETERED CONNECTIONS WILL BE SEVERED BY THE DISTRICT. UNMETERED CONNECTIONS WILL RESULT IN PENALTIES INCLUDING FINES AND PAYMENT OF ESTIMATED WATER USAGE FEES. REASONABLE QUANTITIES OF CONSTRUCTION WATER SHALL BE AVAILABLE TO THE CONTRACTOR, AT NO COST, AT AN EXISTING HYDRANT TO BE DETERMINED BY THE DISTRICT. CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSPORT OF SUCH WATER. CONSTRUCTION WATER SHALL BE METERED. THE CONTRACTOR SHALL SUPPLY A BACKFLOW PREVENTION DEVICE TO BE INSTALLED ON THE HYDRANT TO BE USED.
 10. ALL WATER SERVICE TIE-INS TO EXISTING HOUSE SERVICE LINES SHALL BE MADE WITH HDPE TUBING AND SHALL MATCH THE SIZE OF THE EXISTING SERVICE LINE. WHEN CONNECTING TO A LINE FOR A BACKFLOW PREVENTER, THE TIE-IN PIPE SHALL MATCH THE EXISTING SIZE AND SHALL BE MADE WITH HDPE PIPE. NO GALVANIZED FITTINGS OR PIPE WILL BE USED. ALL TIE-INS WILL BE AT BACK OF EXISTING METER.
 11. METER BOXES SHALL BE INSTALLED OUT OF TRAFFIC LOADING AREAS WHEREVER POSSIBLE.
 12. THE CONTRACTOR SHALL POTHOLE ALL CROSSING UTILITIES PRIOR INSTALLATION OF NEW WATER MAIN.
 13. LEADED JOINTS THAT ARE ENCOUNTERED IN EXISTING WATER MAINS THAT ARE TO REMAIN IN SERVICE WITHIN THE LIMITS OF EXCAVATIONS ON THIS PROJECT SHALL BE REMOVED BY THE CONTRACTOR UNDER DISTRICT INSPECTION.
 14. ALL TEMPORARY BLOW-OFFS USED FOR REMOVING FOAM SWABS DURING WATER MAIN CLEANING SHALL BE CONSTRUCTED WITH A (SAME SIZE AS MAIN) ELBOW AND FLOWING TRENCH WATER FROM FLOWING BACK INTO THE MAIN DURING SWAB REMOVAL. AFTER SWAB REMOVAL INSTALL MJ CAP ON STAND PIPE. RESTRAIN CAP AND STAND PIPE WITH MEGA-LUGS TO ALLOW TESTING.
 15. ALL WATER SERVICE LATERAL MARKOUTS ARE APPROXIMATE, THE DISTRICT ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY OR OMISSION.
 16. UNLESS HYDRANT STATIONING IS SPECIFICALLY CALLED OUT, LOCATIONS OF FIRE HYDRANTS ARE APPROXIMATE ONLY. CONFIRM ACTUAL LOCATIONS WITH THE DISTRICT PRIOR TO INSTALLATION.
 17. MECHANICAL RESTRAINTS SHALL BE USED ON ALL JOINTS OF A WATER MAIN TIE-IN.
 18. RESTRAINED MECHANICAL JOINTS SHALL BE USED ON ALL TEES, FITTINGS AND ASSOCIATED GATE VALVES UNLESS OTHERWISE APPROVED OR DIRECTED BY THE ENGINEER.

PRELIMINARY
 NOT FOR CONSTRUCTION
 DATE: MARCH 2023



LOCATION MAP
 NOT TO SCALE



PREPARED UNDER THE DIRECTION OF
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 DESIGNED BY
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 REVIEWED BY
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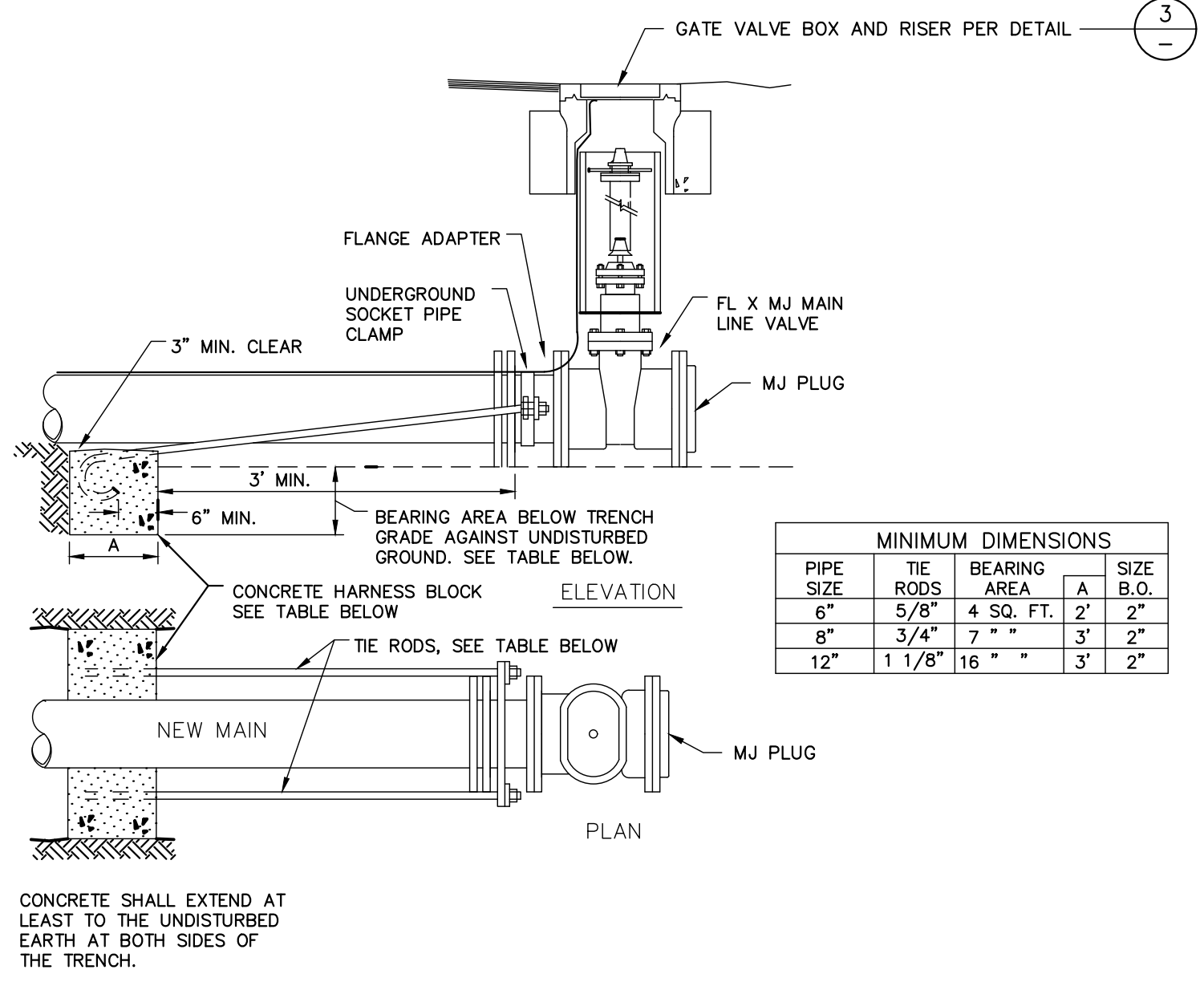
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 1400 Neotomas Avenue
 Santa Rosa, CA 95405
 707.571.8005 | coastlandcivil.com

CALIFORNIA
 SWEETWATER SPRINGS WATER DISTRICT
 MOSCOW ROAD WATERLINE REPAIR PROJECT
 MONTE RIO

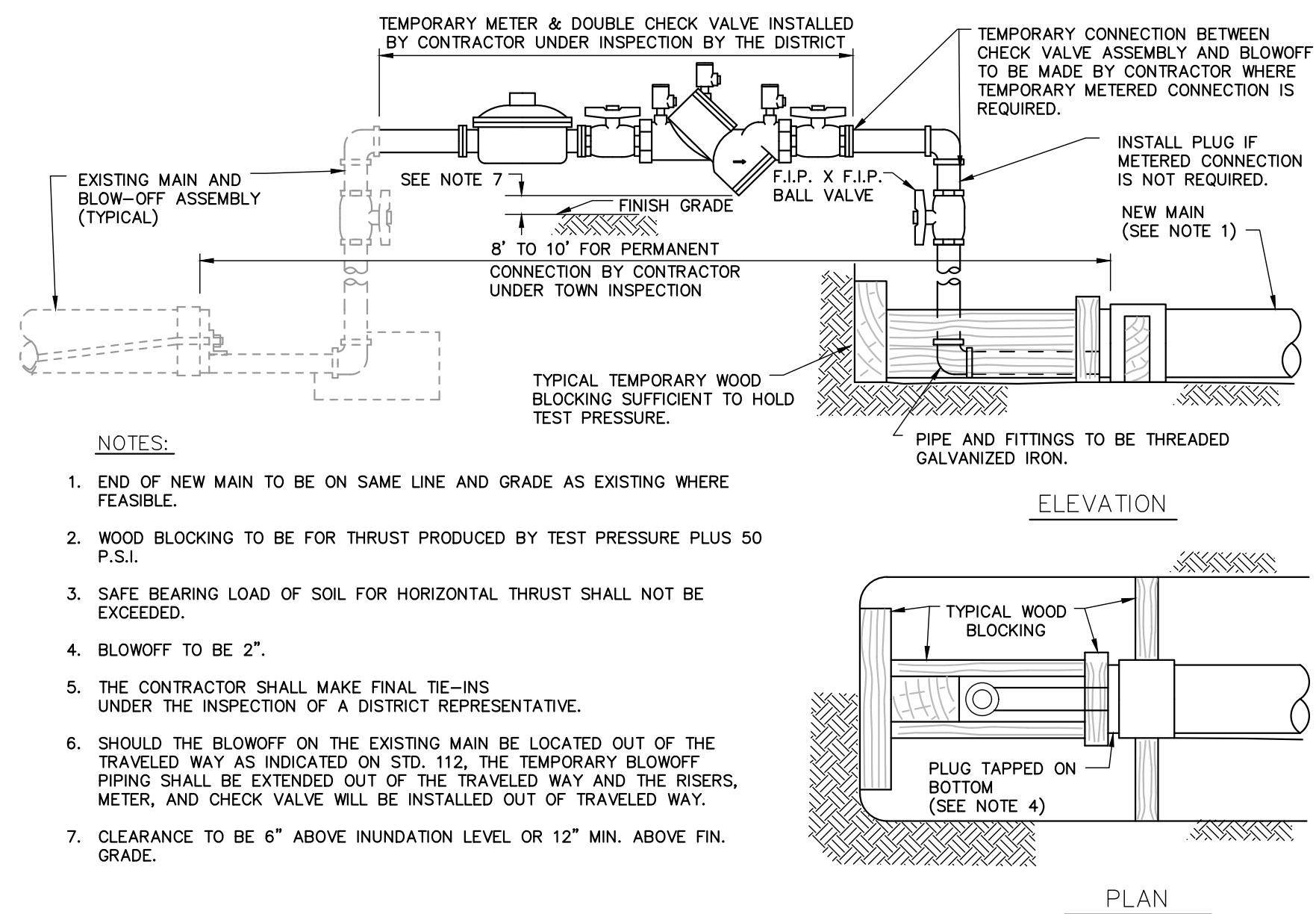
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 88-4977
 DRAWING DATE
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 SHEET NUMBER
 1 OF 2

SITE PLAN

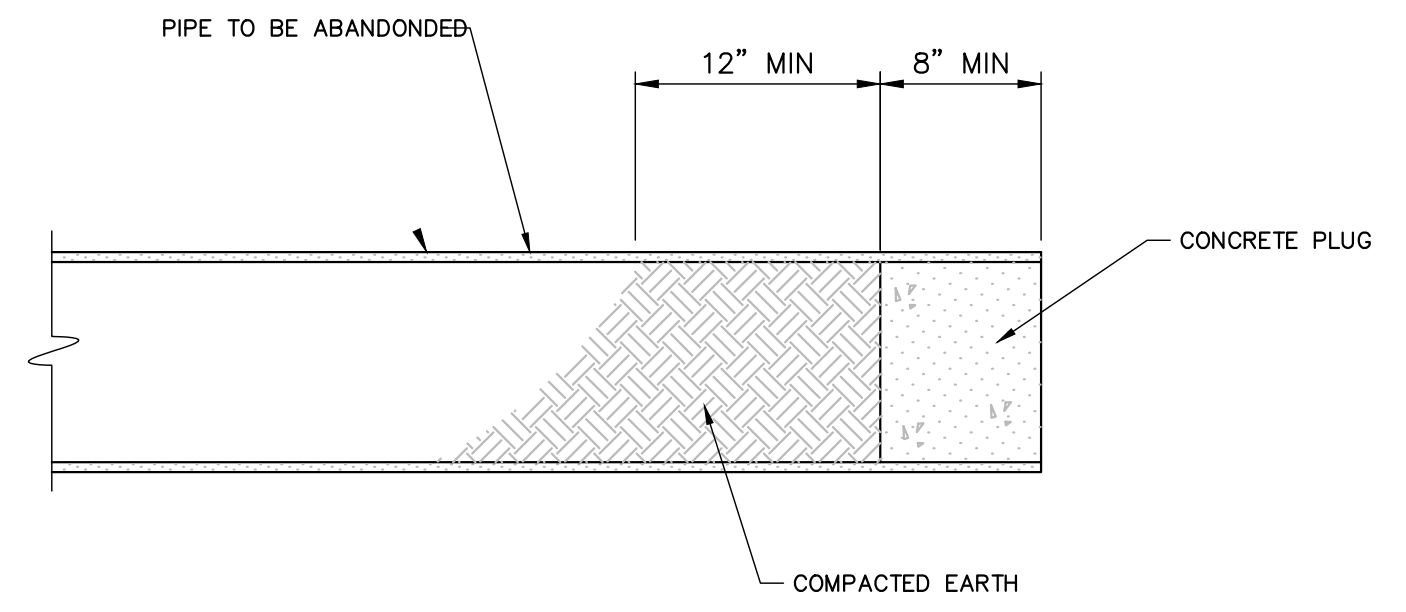
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MINIMUM DIMENSIONS				
PIPE SIZE	TIE RODS	BEARING AREA	A	SIZE B.O.
6"	5/8"	4 SQ. FT.	2'	2"
8"	3/4"	7 " "	3'	2"
12"	1 1/8"	16 " "	3'	2"

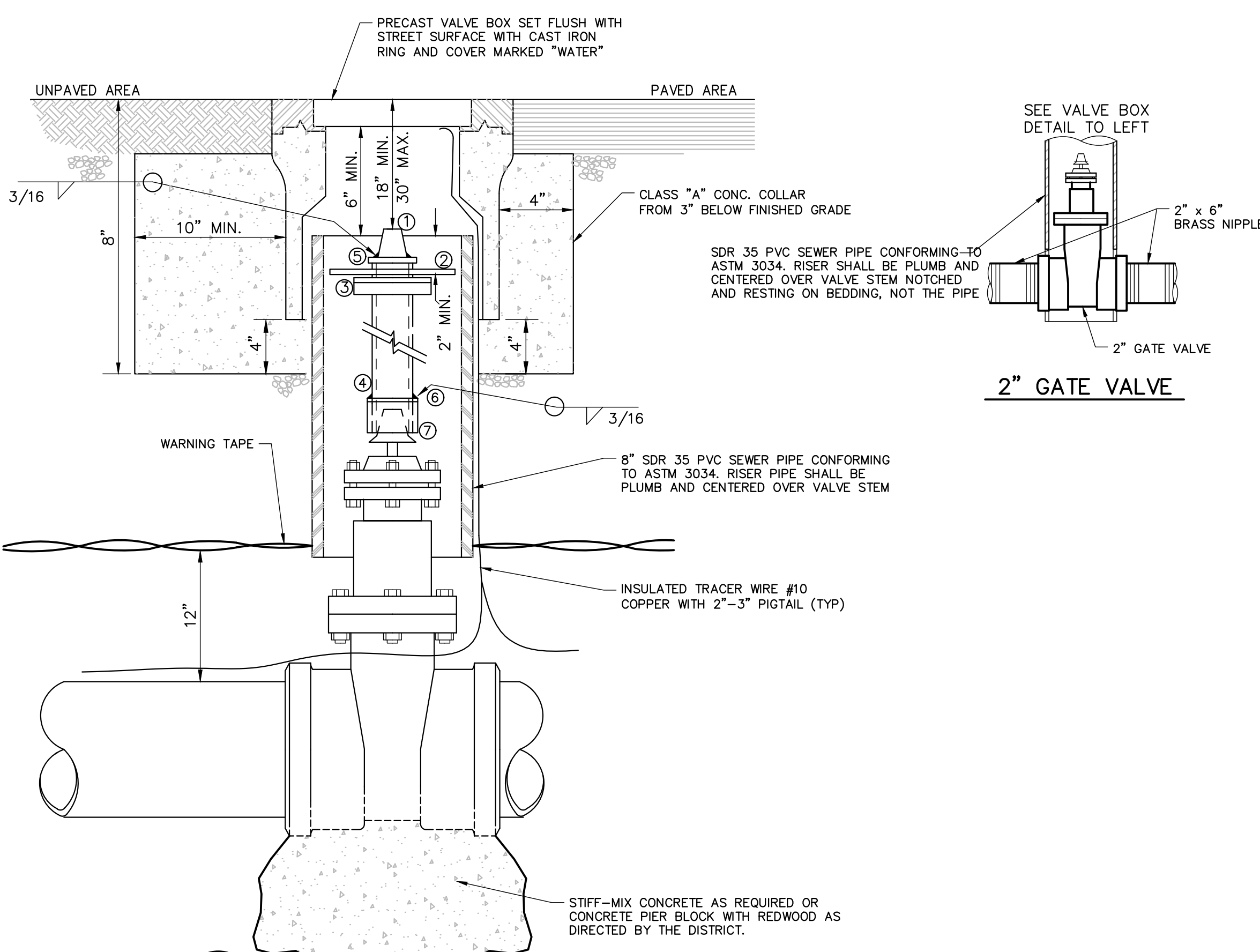


- NOTES:**
- END OF NEW MAIN TO BE ON SAME LINE AND GRADE AS EXISTING WHERE FEASIBLE.
 - WOOD BLOCKING TO BE FOR THRUST PRODUCED BY TEST PRESSURE PLUS 50 P.S.I.
 - SAFE BEARING LOAD OF SOIL FOR HORIZONTAL THRUST SHALL NOT BE EXCEEDED.
 - BLOWOFF TO BE 2".
 - THE CONTRACTOR SHALL MAKE FINAL TIE-INS UNDER THE INSPECTION OF A DISTRICT REPRESENTATIVE.
 - SHOULD THE BLOWOFF ON THE EXISTING MAIN BE LOCATED OUT OF THE TRAVELED WAY AS INDICATED ON STD. 112, THE TEMPORARY BLOWOFF PIPING SHALL BE EXTENDED OUT OF THE TRAVELED WAY AND THE RISERS, METER, AND CHECK VALVE WILL BE INSTALLED OUT OF TRAVELED WAY.
 - CLEARANCE TO BE 6" ABOVE INUNDATION LEVEL OR 12" MIN. ABOVE FIN. GRADE.

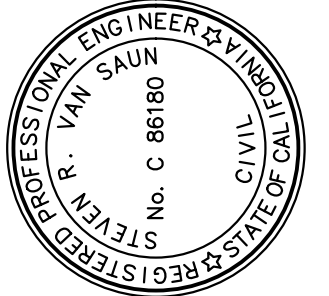
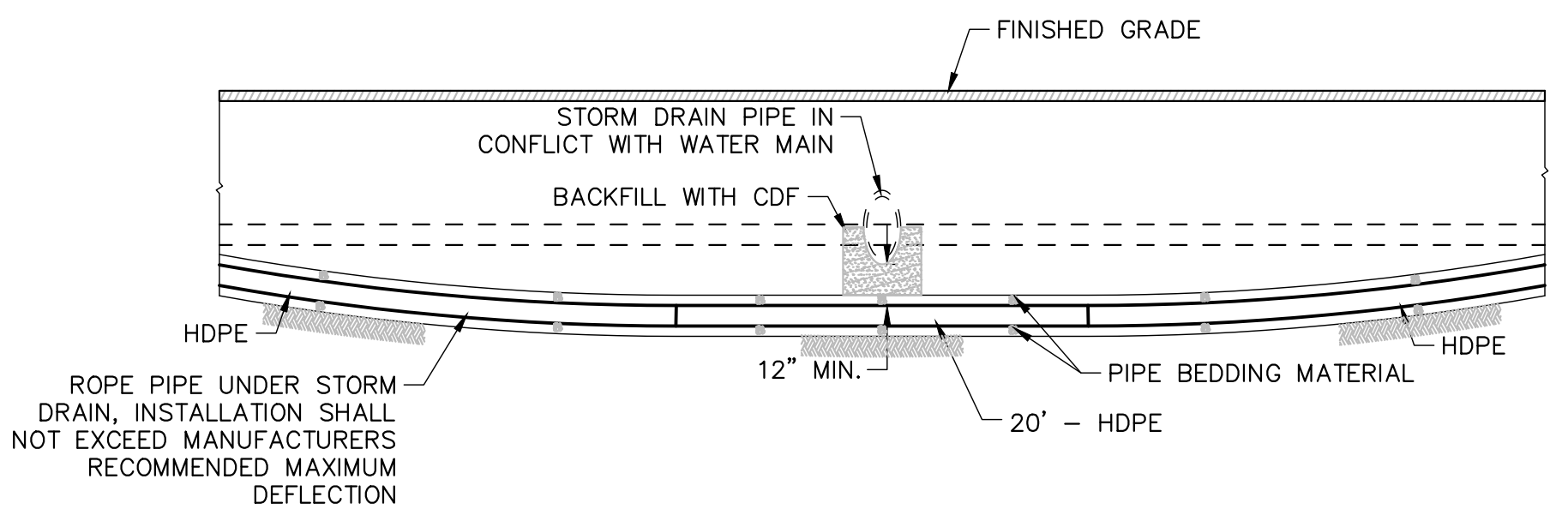


NOTE: PIPE PLUGS SHALL BE INSTALLED TO THE SATISFACTION OF THE ENGINEER.

- STEM EXTENSION FABRICATION NOTES:**
- ALL WELDS TO RISER SHAFT SHALL BE FILLET WELD ALL AROUND.
 - ALL STEEL REQUIRED FOR RISER FABRICATION SHALL BE STRUCTURAL STEEL PER ASTM A36.
 - VALVE EXTENSIONS MUST BE INSTALLED PRIOR TO FINAL INSPECTION.
- VALVE STEM EXTENSION PARTS LIST:**
- VALVE OPERATING NUT OR 1 1/2" x 1 1/2" x 2" HIGH, SOLID STEEL WELDED TO TOP PLATE.
 - 1/8" THK. x 7 1/2" DIA. FREE SPINNING GUIDE PLATE WITH 3 5/8" DIA. HOLE IN CENTER.
 - TWO 3/4" x 1 1/2" x 1 1/2" x 5" LONG STEEL ANGLE WELD TO TWO SIDES OF RISER SHAFT.
 - 2 1/2" x 1 1/2" SQUARE STEEL TUBING, LENGTH AS REQUIRED. EDGE WELD TO TOP PLATE.
 - 3" x 3" x 1/2" STEEL TOP PLATE. WELD TO RISER SHAFT AFTER GUIDE PLATE IS IN PLACE.
 - 2" x 2" x 1/2" STEEL BASE PLATE. WELD EDGE TO STEEL TUBING.
 - 2" x 2" x 3/8" SQ. STRUCTURAL STEEL TUBING 3" LONG TO FIT OPERATING NUT.



- NOTES:**
- IF VALVE IS INSTALLED SO THAT THE TOP OF THE OPERATING NUT IS LESS THAN 30" BELOW FINISHED GRADE, THE VALVE STEM RISER IS NOT REQUIRED.
 - VALVES 2" THROUGH 16" SHALL BE RESILIENT WEDGE GATE VALVES.
 - ALL EXTERNAL BOLTS AND NUTS ON VALVES SHALL BE 304 STAINLESS STEEL. VALVE ASSEMBLY SHALL BE POLY WRAPPED.
 - WIRE TO BE CONTINUOUS BETWEEN VALVE BOXES.
 - BARE WIRE NOT TO TOUCH VALVES OR FITTINGS.
 - WARNING TAPE SHALL BE IN ACCORDANCE WITH THE SPECIAL PROVISIONS.



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 DESIGNED BY SRV DRAWN BY KAS REVIEWED BY SRV

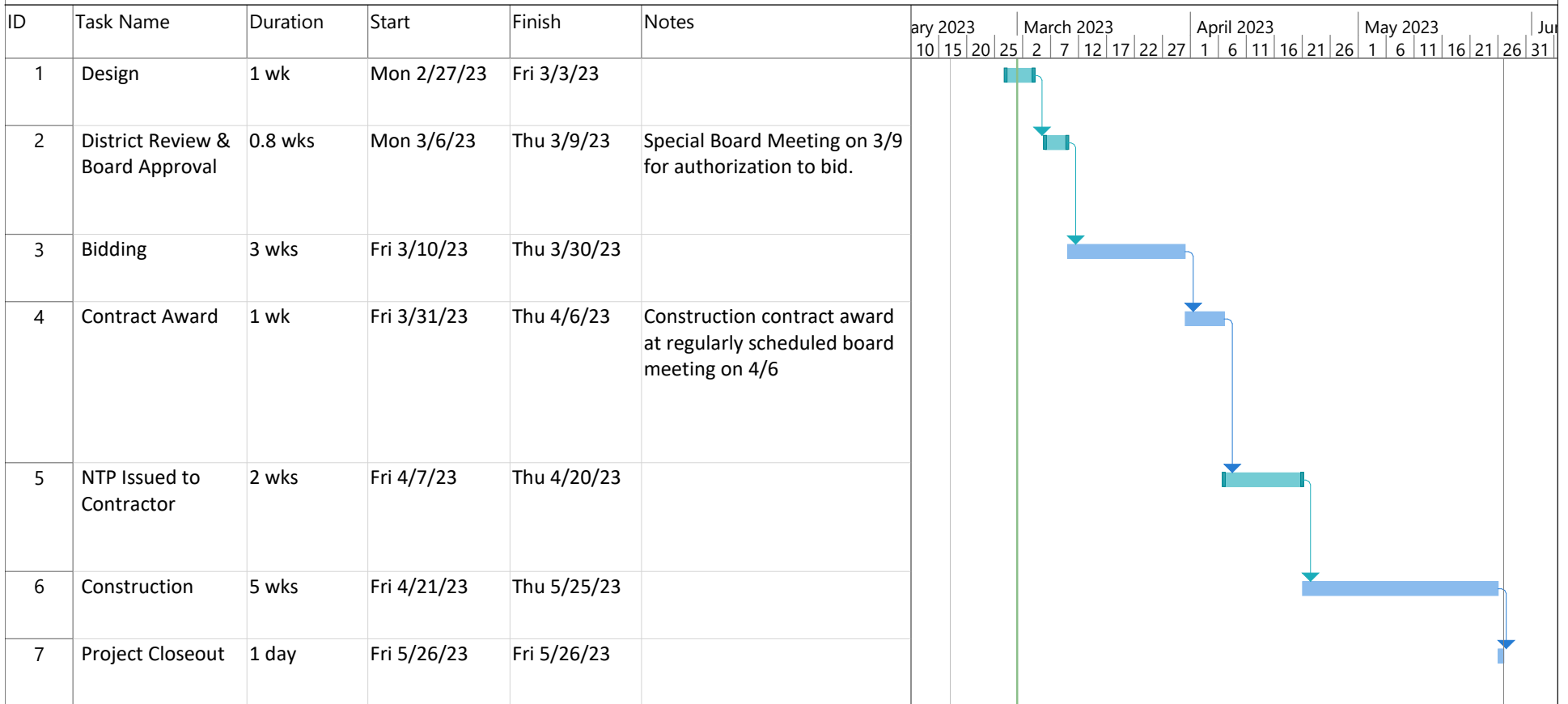
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CALIFORNIA
 SWEETWATER SPRINGS WATER DISTRICT
 MOSCOW ROAD WATERLINE REPAIR PROJECT
 MONTE RIO
WATER CONSTRUCTION DETAILS

PROJECT NUMBER
 88-4977
 DRAWING DATE
 MARCH 2023
 SHEET NUMBER
 2 OF 2

Moscow Road Water Line Repair
Project Schedule

Wed 3/1/23



2 District Review & Board Approval

Special Board Meeting on 3/9 for authorization to bid.

4 Contract Award

Construction contract award at regularly scheduled board meeting on 4/6



SWEETWATER SPRINGS WATER DISTRICT
GUERNEVILLE, CALIFORNIA

NOTICE TO CONTRACTORS

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

FOR

MOSCOW ROAD WATER LINE REPAIR PROJECT

FOR USE IN CONNECTION WITH SPECIFIED
STANDARD SPECIFICATIONS AND STANDARD PLANS DATED 2018
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

AND

CURRENT GENERAL PREVAILING WAGE RATES AND
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

BID OPENING DATE:

March xx, 2023 at 2:30 p.m.

**SWEETWATER SPRINGS WATER DISTRICT
17081 Highway 116, Suite B
Guerneville, CA 95446**

Moscow Road Water Line Repair Project

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that bids shall be uploaded to the BPXpress Sweetwater Springs Water District Planroom via the “Submit Bid Docs” tab on the Project page until **2:00 p.m., on the xxth day of March 2023** (no bids will be accepted after 2:00 p.m.) for construction of the following project:

**SWEETWATER SPRINGS WATER DISTRICT
MOSCOW ROAD WATER LINE REPAIR PROJECT**

Complete bid packages, including project plans, technical specifications, bid forms and contract documents may be secured from BPXpress Reprographics by logging on to: www.blueprintexpress.com or by calling 510-559-8299, by email: Richmond@blueprintexpress.com There is a non-refundable fee of \$30 per set for a printed package, plus shipping and handling. As the project is being bid through BPXpress Reprographics, any changes vis addenda will be available on the BPXpress website for this project.

Bids shall be **uploaded electronically** to the BPXpress Sweetwater Springs Water District planroom via the “Submit Bid Docs” tab on the Project page before **2:00 p.m., XXXX, March xx, 2023**. Guidelines for BPXpress Online Bidding Instructions are provided in Appendix B. Proposals will be timestamped by the website upon receipt and placed in a secure location by BPXpress to be accessed only by a representative from the Sweetwater Springs Water District.

Bids will be publicly opened via an online Zoom meeting at **2:30 p.m.** on March xx, 2023, at the link below:

INSERT ZOOM LINK HERE:

PLEASE NOTE THAT THIS PROJECT CONTAINS ELIGIBILITY CRITERIA BIDDERS MUST SATISFY TO BE ELIGIBLE FOR AWARD. BIDDERS ARE DIRECTED TO THE BIDDERS REPRESENTATION SECTION OF THE INSTRUCTIONS TO BIDDERS IN THE BID DOCUMENTS. BIDS SUBMITTED BY BIDDERS THAT DO NOT MEET THE ELIGIBILITY CRITERIA WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED AND/OR THE BIDDER WILL BE DEEMED NOT RESPONSIBLE FOR PURPOSES OF THIS PROJECT.

A pre-Bid conference will not be held.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary

to match others in use. Complete information for products proposed as equals must be submitted to the Coastland Civil Engineering for review at least 10 working days before the time specified for bid opening in accordance with the bidders instructions contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the District, certified check made payable to the District, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the District complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the District. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 9554, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the District.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Sonoma County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Sonoma County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

Pursuant to the provisions of Section 1771.1 of the California Labor Code, A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. ***Please note:*** *It is not a violation of Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.* Any bids submitted without proof that Bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, shall not be accepted by the City.

In accordance with the California Labor Code Section 1773.2, copies of the applicable determinations are available at the office of Coastland Civil Engineering and may be reviewed upon request.

In accordance with California Civil Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Public Contract Code Section 3300, a valid class A California contractor's license is required to bid on the project.

The District reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The District reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the District elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive items. All bids will remain valid for 60 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 60 day period after the bid opening.

By order of
The General Manager of the Sweetwater Springs Water District
Sonoma County, California.

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Appendix A – Sonoma County Encroachment Permit Forms

Appendix B – BPX Online Bidding Instructions

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bid forms. The bid forms are the documents listed in the Bidder's Check List in the bid package Table of Contents as comprising the documents that must be submitted for each bid for it to be deemed complete.
- 1.2 Bid package. A complete bid package consists of the following documents: Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Eligibility Criteria Form, Workers Compensation Insurance Certification, Non-collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Bidder's Questionnaire, if any, Bidder's Signature Page, Contract Check List, Contract, Performance Bond, Payment Bond, Contract Change Order, Maintenance Bond, General Provisions, Special Provisions(Technical Specifications), and the Project Plans.
- 1.1 Contract documents. The contract documents are all of the documents incorporated into the final Project contract as listed in the contract.
- 1.2 Project. The Project is the Moscow Road Water Line Repair Project as described in the bid package.
- 1.3 Project Plans. The Project Plans are the primarily graphic detailed requirements concerning the Project contained in the bid package.
- 1.4 Technical Specifications. The Technical Specifications provide detailed requirements concerning the Project and are contained in Special Provisions in the bid package.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 2.2 Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 2.3 The bidder understands that quantities of unit price items may vary from the estimates provided in the technical specifications.

- 2.4 Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.
- 2.5 The bidder has informed the District in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.
- 2.6 To be eligible for award, all Bidders submitting bids for this project must meet the following eligibility criteria:
- a. The bidder must have a valid Class A contractor's license at the time of contract award.
 - b. The bidder, an employee of the bidder or a subcontractor of the bidder to be used for pipe installation for this project must have successfully completed similarly sized projects utilizing HDPE water piping for domestic drinking water facilities in California within the past 5 years. Projects installed by the bidder, an employee of the bidder or the bidder's subcontractor using HDPE water piping may not have experienced failures, unless such failures were determined to be unrelated to the bidder's, employee's or the bidder's subcontractor's performance. Any failure of HDPE water piping installed by the bidder or bidder's subcontractor to be used for pipe installation for this project within the five years preceding the bid opening date will make the bidder ineligible for award of this project, unless such failure was determined to be unrelated to the bidder's, the employee's or subcontractor's performance. This criteria is applicable to all bidders.
 - c. The bidder must properly complete the Eligibility Criteria Form provided in these bid documents and submit the properly completed Eligibility Criteria Form with the bid. The information provided on the form must be accurate and complete (listing all domestic water projects in California using HDPE piping performed by the bidder, an employee of the bidder or the bidder's subcontractor to be used for pipe installation for the project within the two years preceding the bid opening date), must provide certifications of individuals that will be responsible for fusing the HDPE pipe for this project and must list current contact information for references that can be contacted to verify the information contained in the Eligibility Criteria Form.
 - d. The HDPE installation crew proposed for use and that is actually used on the project, if awarded, must include an individual that is certified in fusion welding of HDPE who has fusion experience for similar-sized HDPE water piping projects for domestic water facilities in California in the 3 years preceding the bid opening date.

If a bidder does not submit properly completed Eligibility Criteria Form with the bid, the bid will be considered non-responsive and will not be considered. Additionally, if during the checking of references and reviewing the information submitted it is found that the bidder does not satisfy the requirements contained in this section, or that any information submitted is no complete and accurate, the submitted bid may be found to be non-

responsive and be rejected, and/or the bidder may be found not responsible for purposes of this project.

3. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND WORK SITE

- 3.1 The bidder shall examine carefully the work site, the Project Plans and Technical Specifications, and the entire Bid Package. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.
- 3.2 The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the District as shown in the bid documents, as well as from the Project Plans and Technical Specifications.
- 3.3 Where the District has made investigations of work site conditions including subsurface conditions in areas where Work is to be performed, or in other areas, that may constitute possible local material sources, bidders may, upon request, inspect the records of the District as to those investigations.
- 3.4 Where there has been prior construction by the District or other public agencies within the project limits, records of the prior construction that are currently in the possession of the District and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request, subject to this Section 3. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- 3.5 Inspection of the records of investigations and project records in the possession of the District may be made at the District Office.
- 3.6 When a log of test borings or other record of geotechnical data obtained by the District's investigation of surface and subsurface conditions is included with the Project Plans, it is furnished for the bidders' information and its use shall be subject to this Section 3.
- 3.7 In some instances, information considered by the District to be of possible interest to bidders has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 3.
- 3.8 When cross sections are not included with the Project Plans, but are available, bidders may inspect the cross sections and obtain copies for their use, at their expense.

- 3.9 When cross sections are included with the Project Plans, it is expressly understood and agreed that the cross sections do not constitute part of the Agreement, do not necessarily represent actual site conditions or show location, character, dimensions and details of Work to be performed, and are included in the Project Plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 3.
- 3.10 When contour maps were used in the design of the project, bidders may inspect those maps, and if available, they may obtain copies for their use.
- 3.11 The availability or use of information described in this Section 3 is not to be construed in any way as a waiver of any of the provisions in this Section 3 and bidders are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications.
- 3.12 The District assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the District. The District does not assume responsibility for representation made by its officers or agents before the execution of the Agreement concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract Documents.
- 3.13 No conclusions or interpretations made by a bidder from the information and data made available by the District will relieve a bidder from properly fulfilling the terms of the Agreement.

4. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 4.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the Engineer in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the Engineer must be sent to the address specified in the Notice Inviting Bids for questions concerning the bid package. Questions received less than five (5) working days before the time specified for opening bids may not be answered. Notice to the District shall be sent in writing to Steven Van Saun, PE of Coastland Civil Engineering at vansaun@coastlandcivil.com.
- 4.2 Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the District and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the District and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the

Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

5. PRE-BID ACCESS TO THE PROJECT SITE

- 5.1 Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, testing, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 5.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the District at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the District and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining District approval. The District may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.
- 5.3 A pre-bid conference will **not** be held.

6. BIDDING PROCEDURE

- 6.1 Bids must be uploaded to the BPXpress online planroom, no later than the time and date specified in the Notice Inviting Bids. Bids will be opened and read publicly at that time. Bids that are submitted late according to the official time kept by the District will be returned unopened.
- 6.2 In accordance with California Public Contract Code Section 20170, Bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder's Check List completed in accordance with the bid package. Bids must bear the bidder's legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.
- 6.3 Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the

signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the District, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.

- 6.4 No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 6.5 In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder's security specified in the Notice Inviting Bids in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice Inviting Bids for the purpose of determining the lowest price bid. Bidders that elect to provide bidder's security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder's security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the District all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with the District within ten (10) working days of receipt of the notice of award. The bidder's security of any successful bidder that fails to do so will be forfeited to the District. All bidders' security not forfeited to the District will be returned once a successful bidder provides all required documents and enters a contract with the District in accordance with all applicable bid package requirements. Forfeiture of the bidder's security to the District will not waive or otherwise limit any other remedy available to the District under applicable law.
- 6.6 In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice Inviting Bids, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.
- 6.7 In accordance with California Civil Code Section 1771.1, the City shall accept bids only from bidders which (along with all listed subcontractors) are currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. The City may, however, accept a non-complying bid provided that bidder (and all listed subcontractors) are registered and qualified at the time of award.
- 6.8 If the bid forms include a bidder's questionnaire, all bids must include a completed bidder's questionnaire on the forms provided. By submitting a bid, bidders authorize District representatives to verify any and all information provided on the bidder's

questionnaire and agree to indemnify, defend and hold harmless the District and its officials, officers, employees, agents and volunteers to full the extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.

- 6.9 Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the District. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the District.

7. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to the District no later than 5:00 PM on the third business day following the date of the bid opening.

- 7.1 The protest must contain a complete statement of the basis for the protest.
- 7.2 The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 7.3 The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.
- 7.4 The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- 7.5 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.
- 7.6 The District shall review all timely protests prior to award of the Project. The District shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the District's Board of Directors consideration of the Project award, the Board of Directors shall also consider the merits of any timely protests. The

Board of Directors may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the Board of Directors right to reject all bids.

8. AWARD

- 8.1 In accordance with applicable law, the District reserves the right to reject any or all bids and to waive any informality in any bid. The District reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the District elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive alternate items. In accordance with the contract documents and other applicable law, the District may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 8.2 The successful bidder must submit to the District complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the District.
- 8.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.
- 8.4 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized District representative will execute the Project contract, and the District will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

9. PRICING

- 9.1 If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.
- 9.2 If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.

9.3 Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

10. QUANTITIES

10.1 Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The District does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the District, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

10.2 The District may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the District amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

11. SUBSTITUTION OF "OR EQUAL" ITEMS

11.1 In accordance with California Public Contract Code Section 3400, where the Technical Specifications or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Technical Specifications or Project plans specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Technical Specifications indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it shall be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Technical Specifications or Project Plans. Unless the Technical Specifications or Project Plans indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.

11.2 Complete information for products proposed as equals must be submitted to the District for review by at least ten (10) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by

manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted later than ten (10) working days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Technical Specifications or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

12. SUBCONTRACTING

- 12.1 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.
- 12.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the District in accordance with Section 4107 and following of the California Public Contract Code.

13. ASSIGNMENT

Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the District. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

14. BONDS

- 14.1 The successful bidder must submit to the District a performance bond within ten (10) working days of receiving written notice of award. If the Project involves expenditures in excess of twenty-five thousand dollars (\$25,000), the successful bidder must submit to the District a payment or labor and materials bond within ten (10) working days of receiving written notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a maintenance bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the District. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.
- 14.2 In accordance with California Civil Code Section 9554, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code).
- 14.3 The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 14.4 The maintenance bond must be in the amount of twenty percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one year from the District's acceptance of the Project work.

15. LABOR LAWS

- 15.1 Bidders must comply with applicable provisions of the California Labor Code.
- 15.2 In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.
- 15.3 In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 15.4 In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to

perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the office of Coastland Civil Engineering and will be made available on request.

- 15.5 In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.

BIDDER'S CHECK LIST

Did You:

- _____ Submit equal product proposals, if any, in accordance with the instructions to bidders included in the bid package at least 10 working days before the time specified for opening bids?
- _____ Include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package:
 - _____ Bidder's check list?
 - _____ Proposal and Schedule of Bid Prices that state the bid as intended?
 - _____ Copies of each addendum issued signed and dated on behalf of the bidder?
 - _____ Executed bid bond?
 - _____ Contractor license information?
 - _____ Contractor DIR registration information?
 - _____ List of subcontractors, including DIR registration information?
 - _____ Bidder's Eligibility Criteria Form?
 - _____ Workers compensation insurance certification?
 - _____ Signed and notarized Non-Collusion Declaration?
 - _____ California Debarment Certification?
 - _____ Public Contract Code Section 10285.1 Statement?
 - _____ Public Contract Code Section 10162 Questionnaire?
 - _____ Public Contract Code Section 10232 Statement?
 - _____ Executed bidder's signature page?
- _____ Arrange to have the sealed bid uploaded to the BPX Sweetwater Springs Water District Planroom on or before the time specified for bid opening in the notice inviting bids?.

DO NOT DETACH

PROPOSAL

**For: Construction of the Sweetwater Springs Water District
Moscow Road Water Line Repair Project**

For the Sweetwater Springs Water District, Sonoma County, California.

TO THE BOARD OF DIRECTORS
OF THE SWEETWATER SPRINGS WATER DISTRICT

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the Sweetwater Springs Water District, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the District as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the Sweetwater Springs Water District, to-wit:

**Contractor's Bid Proposal
Moscow Road Water Line Repair Project
Sweetwater Springs Water District**

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Asphalt Concrete Trench Paving (Permanent)	40	TON	\$	\$
4	8" HDPE Water Main (Open Trench)	147	LF	\$	\$
5	8" HDPE Water Main (Directional Bored)	483	LF	\$	\$
6	8" Gate Valve	1	EA	\$	\$
7	Temporary Blow Off	2	EA	\$	\$
8	Water Main Tie In	2	EA	\$	\$
9	Trench Bracing and Shoring	1	LS	\$	\$
10	Abandon Water Main and Appurtenances	1	LS	\$	\$

Total Bid: \$ _____

Written Amount _____

Dollars

The undersigned further agrees to deliver and to complete the work within **25 working days**, from the date of issuance, by the District, of instructions to proceed with the work, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the District the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the District.

Prime Contractor _____

License # _____ Expiration Date _____

DIR Registration # _____ Expiration Date _____

Contractors License number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of _____, 20_____

(Corporate Seal)

Corporate Signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses: _____

Names of Individuals and Addresses: _____

NOTE: Sign in proper space above.

SWEETWATER SPRINGS WATER DISTRICT
17081 Highway 116, Suite B
Guerneville, California 95446

BID BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship/corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the Sweetwater Springs Water District, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the PRINCIPAL has submitted the accompanying proposal dated _____, _____ to the OBLIGEE, for the **Moscow Road Water Line Repair Project** (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project , or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the

written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to the notice inviting bids, or to any other documents concerning the Project, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

In the event suit is brought upon this bond by the OBLIGEE and judgment 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, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL _____
By _____

(Acknowledgement)

Title _____
SURETY _____
(Corporate Seal)

By _____
(Attorney-in-fact)

(Acknowledgement)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of Sweetwater Springs Water District Moscow Road Water Line Repair Project.

The bidder holds the following California Contractors License(s):

- 1. License No. _____, Class _____, Expiration Date _____
- 2. License No. _____, Class _____, Expiration Date _____
- 3. License No. _____, Class _____, Expiration Date _____
- 4. License No. _____, Class _____, Expiration Date _____
- 5. License No. _____, Class _____, Expiration Date _____
- 6. License No. _____, Class _____, Expiration Date _____
- 7. License No. _____, Class _____, Expiration Date _____
- 8. License No. _____, Class _____, Expiration Date _____
- 9. License No. _____, Class _____, Expiration Date _____
- 10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. _____

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the District in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

2. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

3. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

4. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

5. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

6. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

7. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

8. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

9. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

10. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

11. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

12. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

13. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

**SWEETWATER SPRINGS WATER DISTRICT
MOSCOW ROAD WATER LINE REPAIR PROJECT
ELIGIBILITY CRITERIA FORM**

Name of Contractor: _____

Contractor's License # _____ **Classification** _____ **Expiration:** _____

Name of Subcontractor to be used for pipe installation (if applicable)

Subcontractor's License # _____ **Classification** _____ **Expiration:** _____

Similar HDPE Domestic Water Projects Completed in the last 5 years

(Please list all projects similar in size and nature [2,100 linear feet or more of 6-inch HDPE water piping for domestic drinking water facilities in California] that your company or the subcontractor's company that you propose to use for pipe installation for this project has completed within the 5 years preceding the bid opening date. If necessary, please make copies of these sheets to provide a complete listing.)

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of HDPE Pipe Installed: _____

Diameter of HDPE Pipe Installed: _____

Brief Description of the Work Completed: _____

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of HDPE Pipe Installed: _____

Diameter of HDPE Pipe Installed: _____

Brief Description of the Work Completed: _____

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of HDPE Pipe Installed: _____

Diameter of HDPE Pipe Installed: _____

Brief Description of the Work Completed: _____

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of HDPE Pipe Installed: _____

Diameter of HDPE Pipe Installed: _____

Brief Description of the Work Completed: _____

Name of Employee to be used for HDPE Fusion work*: _____

Number of Similar Projects Employee has worked on: _____

Certifications held for HDPE installation/fusion:** _____

*Note: The employee indicated above must be the individual used for the work associated with this project. No substitutions for this person will be allowed without submitting all required information for an equivalently experienced individual to the District and obtaining prior written consent from the District.

**Note: Please attached copies of all installation certifications held for HDPE installation and fusion that this employee has obtained

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work of this Contract.

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

Signature

Printed Name

Title

Provide Notary Acknowledgement with Bid Package

DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is "Yes", explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of 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.

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the Sweetwater Springs Water District **Moscow Road Water Line Repair Project** ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-Collusion Declaration, Debarment Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the Sweetwater Springs Water District concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **25 working days** from the date of issuance, by the District, of instructions to proceed with the Project, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the District the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the Sweetwater Springs Water District.

Prime Contractor _____

By: _____ Title: _____

Dated this _____ day of _____, 20 _____

(Corporate Seal)

Corporate signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

Date: _____

(Typed or printed name)

(Signature)

(Bidder)

Bidder business address (street, city, state and zip code)

Bidder Business phone: () _____

Bidder Business fax: () _____

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the Sweetwater Springs Water District in accordance with the bid package issued by the District within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the District.

_____ Contract Check List

_____ Agreement

_____ Attachment to Agreement Between Owner and Contractor for Construction Contract
(Stipulated Price)

_____ Performance Bond

_____ Payment Bond

_____ Certificates of Insurance and Endorsements

AGREEMENT

The Sweetwater Springs Water District, (“District”) enters into this agreement, dated for reference purposes only, with _____ (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The District gave notice inviting bids to be submitted by _____ for the **Moscow Road Water Line Repair Project** by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On _____, District representatives opened the bids for the **Moscow Road Water Line Repair Project** and read the bids aloud.
- C. PROJECT AWARD. On _____, the District awarded the **Moscow Road Water Line Repair Project** to the Contractor and directed District staff to send the Contractor written notice of award of the project. The District conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the District executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The District and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **Moscow Road Water Line Repair Project** (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following locations:
Moscow Road, Monte Rio, California.
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within 25 working days from the date specified in the District’s Notice to Proceed (“Time for Completion”).
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time

for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the District for all resulting loss and damage in accordance with the Contract Documents and applicable law. The District's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,500 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of \$ _____ (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated _____, _____, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The District's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the office of Coastland Civil Engineering and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this

agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:

- 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the District and the Contractor.
- 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the District and the Contractor.
- 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor.
- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor.
- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Proposed Subcontractors.
- 7.10 The successful bidder's Workers Compensation Insurance Certification.
- 7.11 The successful bidder's completed Non-Collusion Declaration.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
- 7.14 The successful bidder's executed Performance Bond.
- 7.15 The successful bidder's executed Payment Bond.
- 7.16 Executed Escrow for Deposit Agreement, if applicable.
- 7.17 Change Order Form.

- 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
- 7.19 The successful bidder's Qualification Statement, if any.
- 7.20 The successful bidder's signed Signature Form.
8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation 2018 Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the District as the context of this Agreement may require.
9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the District, for issuance of an interpretation and/or decision by an authorized District representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the District. The decision of an authorized District representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the District and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the District and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, _____, by

CONTRACTOR

SWEETWATER SPRINGS WATER
DISTRICT

By: _____

By: _____

Title: _____

Title: President, Board of Directors

[Attach Notary Page]

Attest:

By: _____

Title: Clerk of the Board

PERFORMANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Sweetwater Springs Water District has awarded to _____ (designated as the “PRINCIPAL”) a contract for the **Moscow Road Water Line Repair Project**, which contract and all of the contract documents as defined therein (designated as the “Contract”) are hereby made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (designated as “SURETY”), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the District (designated as “OBLIGEE”), in the penal sum of _____ dollars (\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, it’s officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And 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 to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect said SURETY’s obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the said SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the

name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

PAYMENT/LABOR AND MATERIALS BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Sweetwater Springs Water District has awarded to

_____ (designated as the "PRINCIPAL") a contract for the **Moscow Road Water Line Repair Project**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100, or fail to pay for any labor, materials, provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will

pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

SWEETWATER SPRINGS WATER DISTRICT
17081 Highway 116, Suite B, Guerneville, California 95446

ORDER NO
DATE
STATE California
COUNTY Sonoma

CONTRACT CHANGE ORDER

CONTRACT FOR: Moscow Road Water Line Repair
CONTRACT NO:

OWNER: Sweetwater Springs Water District

CONTRACTOR:

CURRENT CONTRACT PRICE:

CURRENT CONTRACT TIME OF COMPLETION:

CURRENT NO. WORKING DAYS

TO:

(Contractor)

You are hereby requested to comply with the following changes from to the contract plans, specifications, or other contract documents:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE In Contract Price
1)		
TOTALS	\$ -	\$ -
NET CHANGE IN CONTRACT PRICE	\$ 0.00	

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: \$ -

The Contract Total Including this and previous Change Orders Will Be:

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days
Contract
Completion Date

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

MAINTENANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Sweetwater Springs Water District has awarded to _____ (designated as the “PRINCIPAL”) a contract for the **Moscow Road Water Line Repair Project**, which contract and all of the contract documents as defined therein (designated as the “Contract”) are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as “SURETY”), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the Sweetwater Springs Water District, (designated as the “OBLIGEE”), in the penal sum of _____ Dollars (\$ _____), lawful money of the United States , being a sum not less than twenty percent (20%) of the final Contract price, 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney’s fee, to be fixed by the Court, shall be and become a part of OBLIGEE’s judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

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

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

GENERAL PROVISIONS

SECTION 1 DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

1-1.01 *Abnormal Weather Conditions:* *Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual water that is typical for a given region, elevation, or season should not be considered Abnormal Weather conditions.*

1-1.02 *Agency:* *Sonoma County Community Development Commission.*

1-1.03 *Agreement:* The agreement between the District and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.

1-1.04 *Base:* A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

1-1.05 *Base Material:* The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.

1-1.06 *Bid Package:* All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.

1-1.07 *Bridge:* Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.

1-1.08 *Caltrans:* The Department of Transportation of the State of California, as created by law.

1-1.09 *Change Order:* Amendment to the Agreement, the Project Plans, Technical Specifications or other Contract Documents in accordance with Section 3, Control of Work and Material and Changes in Work, of the General Provisions.

1-1.10 *District:* Sweetwater Springs Water District.

1-1.11 *Conduit:* A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.

1-1.12 *Contract Documents:* All those documents listed in the Project agreement as comprising the entire agreement between the District and the Contractor.

- 1-1.13 Contractor:** The successful bidder for the Project and party to the Project agreement with the District as specified in the Project agreement.
- 1-1.14 Culvert:** Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.
- 1-1.15 Days:** Unless otherwise specified in the Contract Documents, days mean working days.
- 1-1.16 Designer:** The person or persons so specified on the Technical Specifications and/or Project Plans.
- 1-1.17 Detour:** A temporary route for traffic around a closed portion of a road.
- 1-1.18 Divided Highway:** A highway with separated traveled ways for traffic, generally in opposite directions.
- 1-1.19 Engineer:** The District's authorized representative for administration and overall management of the Project agreement and Work. The Engineer is the official point of contact between the District and the Contractor.
- 1-1.20 Frontage Road:** A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.
- 1-1.21 Grading Plane:** The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.
- 1-1.22 Highway:** The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.
- 1-1.23 Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials involved in the contract.
- 1-1.24 Manual on Uniform Traffic Control Devices:** The Manual on Uniform Traffic Control Devices for Streets and Highways, latest Edition (MUTCD) as administered by the Federal Highway Administration.
- 1-1.25 Manual on Uniform Traffic Control Devices California Supplement:** The latest edition of the MUTCD California Supplement (MUTCD California Supplement) as issued by the Department of Transportation to provide amendments to the MUTCD. The MUTCD and MUTCD California Supplement supersede the Department's Manual of Traffic Controls.
- 1-1.26 Median:** That portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.

- 1-1.27 Office of Structure Design:** The Offices of Structure Design of the Department of Transportation. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: Offices of Structure Design, Documents Unit, Mail Station 9-4/4I, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.
- 1-1.28 Pavement:** The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.
- 1-1.29 Processing:** Any operation or operations of whatever nature and extent required to produce a specified material.
- 1-1.30 Project:** The **Moscow Road Water Line Repair Project** as described in the Technical Specifications and Project Plans.
- 1-1.31 Project Inspector:** The party or parties charged by the District with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the District and shall coordinate with the District as directed by the District in accordance with the Contract Documents.
- 1-1.32 Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.33 Roadbed:** The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or payment is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.
- 1-1.34 Roadway:** That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.
- 1-1.35 Shoulders:** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.
- 1-1.36 Special Provisions:** The special provisions set forth conditions or requirements peculiar to the Work and supplementary to the General Provisions.

- 1-1.37 Standard Specifications:** The directions, provisions and requirements contained in the 2018 Caltrans Specifications.
- 1-1.38 Subbase:** A layer of specified material of planned thickness between a base and the basement material.
- 1-1.39 Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.
- 1-1.40 Subgrade:** That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.
- 1-1.41 Substructure:** All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.
- 1-1.42 Superstructure:** All that part of the bridge except the bridge substructure.
- 1-1.43 Surfacing:** The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.
- 1-1.44 Technical Specifications:** The detailed Project requirements contained in the Bid Package and any addenda to the Technical Specifications signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.45 Traffic Lane:** That portion of a traveled way for the movement of a single line of vehicles.
- 1-1.46 Traveled Way:** That portion of the roadway for the movement of vehicles, exclusive of the shoulders.
- 1-1.47 Work:** The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
- 1-1.48 Written Notice:** Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business

address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal and Schedule of Bid Prices.

SECTION 2

SCOPE OF WORK

2-1.01 Documents Furnished by District. The District will furnish to the Contractor, free of charge five (5) sets of prints of the Project Plans and Technical Specifications *and one copy in electronic portable document format (PDF)* for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Engineer, the Designer, and any other District contractors or representatives.

2-1.02 Ownership of Documents Furnished by District. All documents furnished by the District, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the District. Documents furnished by the District may not be used on any other work. All documents furnished by the District must be returned to District upon completion of the Work.

2-1.03 Technical Specifications and Project Plans.

- a. The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
- b. In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
- c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor shall do so at its sole risk and shall have all of the obligations and the District shall have all of the rights and remedies specified in Section 9 concerning any resulting damage or defect.
- d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the

condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9, Remedies and Disputes, concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

2-1.04 Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the District for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 3
CONTROL OF WORK AND MATERIAL
AND
CHANGES IN THE WORK

3-1.01 Engineer's Status. The Engineer will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or District shall be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

3-1.02 Designer's Status. The Designer will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Designer will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Designer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Designer may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3-1.03 Inspection and Testing of Work and Material.

- a. The District, the Engineer, the Designer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection. The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. Within three (3) business days of receipt of the list, the Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply. It is understood that the inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing

performed by the District shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

- b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Designer or Engineer. The Contractor shall be responsible for controlling the quality of the material entering the Work and of the Work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor and this Agreement. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the Work and will not be accepted for use as acceptance tests. Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract Prices and no additional compensation will be allowed therefore.
- c. If the Engineer, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any work subject to testing that is covered up without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.
- d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code, where applicable, as adopted by the District, and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications. The laboratory or inspection agency shall be selected by the District. The District will pay for all laboratory inspection service direct, and not as a part of the contract. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- e. The District or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the District shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Engineer. If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

- f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the District consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the District has not consented to accept.
- g. Any work done beyond the lines and grades shown on the Project Plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor's expense.
- h. The inspection of the Work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Agreement. Work and materials not meeting Agreement requirements shall be made good, and unsuitable Work of materials may be rejected, notwithstanding that the Work or materials have been previously inspected by the Engineer or that payment therefore has been given.
- i. Unless otherwise specified, all tests shall be performed in accordance with the methods used by Caltrans and shall be made by the Engineer or the Engineer's designated representative.
- j. The District has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Technical Specifications as California Tests. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.
- k. Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

- l. Whenever a reference is made in the Technical Specifications to a California Test by number, it shall mean the California Test in effect on the day the Agreement is signed on behalf of the District.

- m. Whenever the Technical Specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.
- n. Whenever a reference is made in the Technical Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Agreement is signed on behalf of the District. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in this Section, and shall not constitute a waiver of the District's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-2.07, "Unidentified Stock Material" of the Standard Specifications.
- o. When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the Work, and no material shall be used prior to approval by the Engineer, except as provided in Section 3-1.04, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, such samples will not be considered for testing.

3-1.04 Certificates of Compliance.

- a. Certificates of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that a certificate be furnished. In addition, when so authorized in the Technical Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Technical Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- b. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the

Work which conforms to the requirements of the Project Plans and Technical Specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.

- c. The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

3-1.05 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Designer or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Designer or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

3-1.06 Materials and Substitutions.

- a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- b. If the Contractor submitted complete information to the District for products proposed as equals in accordance with the bid package, and the District approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications or Project Plans. The District retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the District does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3-1.07 Contractors Responsibility For The Work And Materials.

- a. Until the acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, except as provided in Sections 6-1.16, "Public Convenience," and 5-1.11, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the District or which have been furnished by the District. Storage by the Contractor shall be on behalf of the District and the District shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the Work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.

- b. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the District, or with the use of existing District facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the District or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the District or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the District. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

3-1.08 Audit and Examination of Records. The District may examine and audit at no additional cost to the District all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

3-1.09 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3-1.10 Project Schedule. Within 7 days of issuance of the Notice to Proceed, the Contractor must submit a schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule must allow for the completion of the entire Work within the Time for Completion.

- a. District Review of Schedule. The District may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the District within five (5) working days of being notified of the exceptions.
- b. Update of Schedule. After submission of a schedule to which the District has taken no exceptions, the Contractor must submit an updated schedule on a biweekly basis or as otherwise specified by the District until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- c. Float. The schedule shall show early and late completion dates for each task. The number of days between these dates will be designated as "float". The Float will be designated to the Project and will be available to both the District and the Contractor as needed.
- d. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this Section, or submit a schedule to which the District has taken uncorrected exceptions, the District may withhold payments to the Contractor until

such schedules are submitted and/or corrected in accordance with the Contract Documents.

- e. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The District may note exceptions to any schedule submitted by the Contractor. However, if the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the District's review of the schedule will not place scheduling obligation on the District.

3-1.11 Construction Staking. Where the Contract Documents require, the Contractor shall employ a licensed Land Surveyor to perform construction staking. Stakes and marks will be set by the Surveyor as the Engineer determines to be necessary to establish the lines and grades required for the completion of the Work.

- a. The Contractor will be responsible for coordinating performance of the Work with the Surveyor and for all costs associated with construction staking and layout.
- b. Contractor shall provide "cutsheets" for the Engineer to review and use in checking grades. Finished grades shall be within 0.01 feet in elevation and 0.03 feet horizontal layout.
- c. Full compensation for Construction Staking shall be considered as included in the prices paid for the various items of Work involved, and no additional allowance will be made therefore.

3-1.12 Detours.

- a. The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the Project plans or as directed by the Engineer. Payment for this Work will be made as set forth in the Special Provisions or at the contract prices for the items of Work involved
- b. The cost of repairing damage to detours caused by public traffic will be paid for as provided in this Section 3.
- c. When public traffic is routed through the Work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this Work shall conform to and be paid for as provided in Section 6-1.16, "Public Convenience" unless otherwise specified in the Special Provisions.
- d. Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.

- e. The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for suspending the Work until the detours are in satisfactory condition for use by public traffic.
- f. Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer shall have authority to regulate the Contractor's hauling over the detour.

3-1.13 District Directed Change Orders. The District may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 3.

3-1.14 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the District and the Contractor.

3-1.15 Contractor Proposed Change Orders. Unless the Engineer otherwise authorizes or the District and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change. The Project Manager shall review the proposed change order and respond by acknowledging the contract change, supplying information and not acknowledging a change order, or recommending other action. If the Project Manager acknowledges the contract change, the Contractor shall submit a change order to the Project Manager as set forth in this Section. Each change order submitted by the Contractor shall be accompanied by the following certification executed by an officer of Contractor:

I, _____, being the _____ of _____ (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 request for change order and know its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that I am familiar with California Penal Code section 72 and California Government Code section 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, or other severe legal consequences.

3-1.16 All Change Orders. All proposed change orders must be submitted on completed Change Order forms provided in the Contract Documents. All such proposed change

orders must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All proposed change orders must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, must be accomplished by the Time for Completion then in effect.

3-1.17 Change Order Pricing. Change order pricing for all change orders, whether, additive, deductive, or both, will be governed by the following:

- a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the District.
- c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the District, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, provision 9-1.03, concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:
 1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:
 - Actual Wages: The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.
 - Labor Surcharge: The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged in the performance of the Work, excluding the Actual Wages as defined above.

- Fixed Markup: A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.
2. Materials: Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
 3. Equipment: All equipment used will be paid in accordance with the rates in subsection 9-1.03A(3) entitled "Equipment Rental" of the Standard Specifications, which subsection 9-1.03A(3) is made a part of this Contract, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.
 4. Unless approved in writing in accordance with provision 4-1.02 of this Contract in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the District, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.

3-1.18 Liability Under Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 3. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 3.

3-1.19 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in

accordance with the Contract Documents, including this Section 3, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

3-1.20 Change Order Disputes.

- a. Disputed District Directed Change Orders. If the Contractor disputes a District directed change order following a reasonable effort by the and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the District, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the District to resolve the dispute, or within the time specified in the disputed District directed change order, whichever is later. In performing Work consistent with a disputed District-directed change order pursuant to this provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.
- b. Disputed Contractor Proposed Change Orders. If the District disputes a Contractor proposed change order, the District and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the District. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the District and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

**SECTION 4
TRENCHING AND UTILITIES
AND
PROJECT FACILITIES**

4-1.01 The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

- a. Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- b. No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- c. If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

4-1.02 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the District in writing before disturbing: any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The District will promptly investigate any such conditions for which notice is given. If the District finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the District will issue a change order pursuant to Section 3 of these General Provisions. If a dispute arises between the District and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease of increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The Contractor will retain

all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

4-1.03 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the District's acceptance, prior to excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detail plan has been reviewed and approved. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

4.1.04 Utility Relocation Costs.

- a. In accordance with California Government Code Section 4215, the District assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the District in the Technical Specifications and/or Project Plans. The District will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The District will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the District's failure to provide for removal or relocation of such main or trunkline utility facilities.
- b. Nothing in this provision or the Contract Documents will be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the District from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- c. Nothing in this provision or the Contract Documents will preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- d. Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

- e. If the Contractor while performing the Work discovers utility facilities not identified by the District in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the District and utility in writing.
- f. Either the District or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

4-1.05 Utility and Non-Highway Facilities

- a. The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.
- b. It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvements comprising part of the Work will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Project Plans or in the Special Provisions. Where a rearrangement is indicated on the Project Plans or in the Special Provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.
- c. The right is reserved to the District and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this Work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the Work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the Work.
- d. Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the Project Plans or in the Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Project Plans or in the Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the Project Plans or in the Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the

presence of visible facilities such as buildings, meters and junction boxes prior to doing Work that may damage any of the facilities or interfere with their service.

- e. If the Contractor cannot locate an underground facility whose presence is indicated on the Project Plans or in the Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the Project Plans or in the Special Provisions, the additional cost of locating the facility will be paid for as provided in Section 3.
- f. If the Contractor discovers underground main or trunk lines not indicated on the Project Plans or in the Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 3. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as provided in Section 3. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- g. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the Project Plans and Technical Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as provided in Section 3.
- h. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of highway improvements comprising part of the Work, and that Work will be paid for as provided in Section 3.
- i. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Project Plans or in the Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.
- j. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the Project Plans or in the Special Provisions or were located in a position substantially different from that indicated on the Project Plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with

rearrangement made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). Compensation for the delay will be determined in conformance with the provisions in Section 3.

k. Contractor shall be responsible for marking all excavations and notifying Underground Service Alert (USA) at least 48 hours before digging and follow all other provisions of California Government Code Sections 4216 through 4216.9 . Contractor shall maintain an active USA ticket number for the entire duration of the excavation.

4-1.06 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

4-1.07 District Rights of Access and Ownership. The District and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the District and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be District property subject to inspection and copying by the District and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the District's rights of access and/or ownership pursuant to this Section 4 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

4.-1.08 Subsurface Conditions. *No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the District or Engineer.*

4.-1.09 Hazardous Environmental Conditions. *No reports or explorations or tests of Hazardous Environmental Conditions at or contiguous to the Site are known to the District or Engineer.*

SECTION 5

PROSECUTION AND PROGRESS OF THE WORK

5-1.01 Beginning of Work.

- a. The Contractor shall begin Work within 10 calendar days after receiving notice to proceed from the District, and shall diligently prosecute the same to completion within the Time for completion specified in the Agreement.
- b. Should the Contractor begin Work in advance of receiving notice that the Agreement has been approved as above provided, any Work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the Agreement is approved.
- c. The delivery to the District for execution and approval of the Agreement properly executed on behalf of the Contractor and surety and provision of all other required documents in accordance with the Agreement shall constitute the Contractor's authority to enter upon the Work site and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the Agreement, as above provided, and subject also to the following:
 1. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Contract Documents.
 2. In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, the Contractor shall at the Contractor's expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the Engineer.
 3. All Work done according to the Agreement prior to its approval, will, when the Agreement is approved, be considered authorized Work and will be paid for as provided in the Agreement.
 4. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of Work prior to the date on which the Agreement was approved by the District.

5-1.02 Liquidated Damages. Time is of the essence in the Agreement. The District and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the District will sustain in the event of the Contractor's failure to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the District and the Contractor agree in accordance with California Government Code Section 53069.85 that the

Contractor will forfeit and pay to the District liquidated damages in the sum of **\$1,380 per day** for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The District and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

5-1.03 No Damage for Delay Beyond District and Contractor Control. The Contractor will not be held responsible for delays in performance of the Work caused by delay beyond the control of both District and Contractor, such as by strikes, lockouts, or labor disturbances that are not within the control of the Contractor to resolve, lack or failure of transportation, or acts of other government entities. This provision will not apply where the delay would not have occurred but for a previous Contractor caused delay in the prosecution of the Work. The District will not be liable to the Contractor, any subcontractor or other entity engaged in the performance of the Work, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays beyond the control of the District and the Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work, or (ii) delays caused by the District, its officials, officers, employees, agents, or volunteers, or delays caused by the Engineer or the Designer or Engineer, which delays are reasonable under the circumstances involved and/or are within the contemplation of the District and the Contractor. An extension of the Time for Performance in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

5-1.04 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents. Contractor may be eligible for additional compensation in excess of the Contract Price for delays caused by the District and/or its privities.

5-1.05 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the District and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not caused by the District, and/or within the contemplation of the District and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the District's right to sequence the Work in a manner that would avoid disruption to the District and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the

District or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the District of any provisions of the Agreement.

- b. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the District or its representatives in a reasonable time in accordance with the Contract Documents.

5-1.06 Delays Caused by the District and/or Its Privities. Either the District or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the District and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the District and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 3. In accordance with Section 3, the District and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the District will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 3, the District and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the District and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the District will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

5-1.07 Weather Delays. Extensions of the Time for Completion will not be allowed for weather conditions that are consistent with the historical rain days reflected in historical weather data of the National Oceanographic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of rain days exceeds those that can be anticipated based on the NOAA data and the Contractor can verify to the District's reasonable satisfaction that such adverse weather caused actual delay in the timely completion of the Work. No extensions of the Time for Completion will be granted for rain days that exceed those that can be anticipated based on the NOAA data and that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.

5-1.08 Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

5-1.09 Contractor Coordination of the Work.

- a. The District reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the District, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- b. If any part of the Work depends for proper execution or results upon the work of the District or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the District any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the District's or other contractor's Work as fit and proper.
- c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.
- d. The Contractor will provide proper facilities at all times for access of the District, the Engineer, Designer, and other authorized District representatives to conveniently examine and inspect the Work.
- e. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- f. When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- g. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

5-1.10 Differing Site Conditions.

- a. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Agreement or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, are

encountered at the site, the Contractor shall promptly notify the District in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- b. Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work, an adjustment, excluding loss of anticipated profits, will be made and the Agreement modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.
- c. No Agreement adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the written notice required in this Section 5-1.10.
- d. Any Agreement adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 3, "Changes in Work," except as otherwise provided.

5-1.11 Relief From Maintenance And Responsibility.

- a. Upon the request of the Contractor, the District may relieve the Contractor of the duty of maintaining and protecting certain portions of the Work as described below, which have been completed in all respects in accordance with the requirements of the Agreement and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further Work thereon. In addition, such action by the District will relieve the Contractor of responsibility for injury or damage to those completed portions of the Work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.
- b. However, nothing in this Section 5-1.11 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective Work or materials found at any time before the formal written acceptance of the entire Agreement by the District.

SECTION 6

CONTRACTOR RESPONSIBILITIES

- 6-1.01 Eligibility.** By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor shall hold harmless and indemnify the District from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.
- 6-1.02 Supervision of the Work.** The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the District, Engineer or Designer are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the District, the Engineer, or the Designer may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the District and/or advisable in light of the matters to be addressed at the meeting.
- 6-1.03 Contractor's Superintendent.** The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the District. The Contractor shall designate in writing before starting Work the superintendent who shall have the authority to represent and act for the Contractor. The authorized representative shall be present at the site of the Work at all times While work is actually in progress. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular Work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing. The superintendent may not be changed without the consent of the District. The superintendent will represent the Contractor and all directions given by the District to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.
- 6-1.04 Competent Employees.** The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any

unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the District determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the District, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without District approval. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

6-1.05 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

6-1.06 Construction Reports. The Contractor must submit daily construction logs detailing the daily progress of the Work to the Engineer on a weekly basis.

6-1.07 Subcontracting.

- a. By executing the Agreement, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the District. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- b. The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1 percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111,

- including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.
- c. No contractual relationship exists between the District and any subcontractor engaged in performance of the Work.
 - d. Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the District will have all of the remedies that are specified in Section 9 concerning any subcontracted work. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted Work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the District concerning the project is filed.
 - e. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
 - f. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control.
 - g. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of Work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of Work subcontracted will be based on the Agreement item bid price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the Agreement item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.
 - h. Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the Work to be subcontracted.
 - i. Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform Work on a public works project with a subcontractor

who is ineligible to perform Work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

- j. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor shall be removed immediately on the request of the District and shall not again be employed on the Work.
- k. The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semiportable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in these General Provisions and in the Special Provisions.

6-1.08 Insurance.

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.

- a. All required insurance shall be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A:VII or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor's expense throughout the performance of the Work.
- b. The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.
- c. Within ten working days following notice of award the Contractor must submit to the Agency along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of 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:

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 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subsection (b) of Section 2782 of the Civil Code.**
5. *Commercial General Liability coverages shall include Contractual Liability coverage*

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. 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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. *Umbrella or Excess Liability: \$2,000,000 General Aggregate and \$2,000,000 each occurrence.*

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

1. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General and auto liability coverage

can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Waiver of Subrogation

The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights against the District, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the District.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements as approved by the District effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

- d. For each insurance policy required under the Agreement (except for the required workers compensation insurance policy) the Contractor must provide endorsements that add the District, its officers, officials, employees and volunteers as an additional insured. Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the Agency, and that the Agency's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the Agency will receive 30 day written notice of any reduction or cancellation of such insurance

required to be furnished by the Contractor; and include a severability of interest clause acceptable to the Agency. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

6-1.09 Indemnities.

- a. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the District, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the District, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work (“Claims”).
- b. The Contractor will indemnify, defend and hold harmless the District, the District’s officials, officers, employees, volunteers, agents and the Engineer and Designer for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor’s performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the District that any such charges have been paid.
- c. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the District and its officials, officers, employees, agents, volunteers and consultants from such liability.
- d. Approval of the Contractor’s certificates of insurance and/or endorsements does not relieve the Contractor of liability under Sections 6-1.08 or 6-1.09. The Contractor will defend, with legal counsel reasonably acceptable to the District, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the District, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the District, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the District, its officials, officers, employees, agents, volunteers and consultants any and all costs

and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.

- e. In accordance with California Civil Code Section 2782(a), nothing in the Agreement will be construed to indemnify the District for its sole negligence, willful misconduct, or for defects in design furnished by District. In accordance with California Civil Code Section 2782(b), nothing in the Agreement will be construed to impose on the Contractor or to relieve the District from liability for the District's active negligence. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

6-1.10 Licenses/Permits. The Contractor must, without additional expense to the District, obtain all licenses, permits and other approvals required for the performance of the Work.

6-1.11 California Labor Code Requirements.

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- b. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- c. The Contractor and its subcontractors will forfeit as a penalty to the District \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- d. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the office of Coastland Civil Engineering and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.

- e. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775, which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
1. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 4. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
 5. In accordance with California Labor Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection

by the District and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, in accordance with California Labor Code Section 1771.4, the Contractor and its subcontractor(s) shall furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner at least monthly (or more frequently if specified in the Contract Documents); and in a format prescribed by the Labor Commissioner.

6. In accordance with California Labor Code Section 1771.4, the Contractor shall post job site notices, as prescribed by regulation.
- f. By executing the Agreement, in accordance with California Labor Code Section 1771(a), the Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- g. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- h. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

6-1.12 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the District
- Manual of Accident Prevention in Construction, latest edition, published by
- A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California

- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

6-1.13 Guaranty. The Contractor guarantees all of the Work for one year from the date the District accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the District. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the District may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the District's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the District.

6-1.14 Safety.

- a. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the District nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work.
- b. Review and inspection by the District, the Engineer, the Designer or Engineer, and/or other representatives of the District of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- c. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.

- d. Within ten (10) working days following notice of award the Contractor must submit to the District a copy of the Contractor's Safety Plan.
- e. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

6-1.15 Load Limitations.

- a. Unless expressly permitted in the Special Provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project.
- b. After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.
- c. Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:
 - 1. Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment that

exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.

2. Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
3. Cross bridge structures that are not open to public traffic and that are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:
 - A. The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.
 - B. The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers

Spacing of Bridge Girders (center to center in feet)	Maximum Axle Loading (in pounds)
4	28,000
5	29,000
6	30,0
7	32,000
8	34,000
9	37,000
10 and over	40,000

Minimum axle spacing:

For 3-axle earthmovers

Axles 1 to 2 = 8 feet

Axles 2 to 3 = 20 feet

For 2-axle earthmovers

Axles 1 to 2 = 20 feet

4. Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public.

- d. Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the Project Plans.
- e. Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Agreement, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000 pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

6-1.16 Public Convenience.

- a. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of Work than can be prosecuted properly with due regard to the rights of the public.
- b. Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.
- c. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- d. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.
- e. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

- f. Convenient access to driveways, houses, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
- g. The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.
- h. Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.
- i. Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.
- j. After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 3. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.
- k. While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress.
- l. When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the Work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the

movement of the Contractor's equipment from one portion of the Work to another shall be governed in accordance with the one-way controls.

- m. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.
- n. In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as provided in Section 3.
- o. The Contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.
- p. Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the contract nor will the Contractor be relieved of cleanup and finishing operations.
- q. Except as otherwise provided in this Section 6.1-16 or in the Special Provisions, full compensation for conforming to the provisions in this Section 6.1-16 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

6-1.17 Public Safety.

- a. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.
- b. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the District, furnish, erect and maintain those fences, temporary railing (Type K),

barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public.

- c. Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Agreement.
- d. The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.
- e. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Agreement. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.
- f. The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.
- g. Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.
- h. The Contractor's tracks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.
- i. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- j. Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, and as provided in the Special Provisions.
- k. The Contractor shall notify the Engineer not less than 18 days and not more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).

- l. Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 4 feet beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated.
- m. When vertical clearance is temporarily reduced to 15 feet, or less, low clearance warning signs shall be placed in accordance with Part 2 of the MUTCD and the MUTCD California Supplement, and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the MUTCD, the MUTCD California Supplement, and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.
- n. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- o. Temporary facilities which the Contractor uses to perform the Work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.
- p. Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Agreement for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.
- q. Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.
- r. Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities as provided in Section 6-1.16, "Public Convenience,"

or by contract item, shall in nowise relieve the Contractor from the responsibility as provided in this Section 6-1.17.

- s. Except as otherwise provided in this Section 6-1.17 or in the special provisions, full compensation for conforming to all of the provisions in this Section 6-1.17 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefore.

6-1.18 Preservation of Property.

- a. Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work, or as good as required by the Agreement, if any of the objects are a part of the Work. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.
- b. The fact that any underground facility is not shown upon the Project Plans shall not relieve the Contractor of the responsibility under Section 4-1.05, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.
- c. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this Section 6-1.18, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefore.

6-1.19 Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Agreement. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

6-1.20 Disposal Of Material Outside The Right Of Way.

- a. If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the District, or, if material is to be disposed of and the

District has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

- b. When any material is to be disposed of outside the highway right of way, and the District has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the District from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization. When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.
- c. Where the District has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the District. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.
- d. Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the District assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.
- e. In those instances in which the District has compiled "Materials Information" as referred to in Section 3, "Examination of Plans, Specifications, Contract, and Site of Work," of Instructions to Bidders, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-1.20 concerning the documents.

- f. The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.
- g. Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:
 - 1. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the District and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or
 - 2. Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the District of any and all obligations under the District's arrangement with the owner.
- h. If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the District and the Contractor shall pay those charges that are provided for in the arrangement made by the District with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.
- i. If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.
- j. The Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the Department and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.
- k. Full compensation for all costs involved in disposing of materials as specified in this Section 6-1.20, including all costs of hauling, shall be considered as included in the price paid for the contract item of work involving the materials and no additional compensation will be allowed therefore.

6.1-21 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to

the District all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

6-1.22 Notice of Potential Claim

- a. If for any reason the Contractor deems that additional compensation is due for Work or materials not clearly provided for in the Agreement, Project Plans or Technical Specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The Contractor shall give the Engineer a written Notice of Potential Claim concerning such additional compensation before Work begins on the items on which the claim is based. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Any Notice of Potential Claim submitted to the District by the Contractor shall have attached the following certification executed by an officer of the Contractor:

I, _____, being the _____ of _____ (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 and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the District is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 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, or other severe legal consequences.

- b. The Contractor shall afford the Engineer every opportunity and facility for keeping records of actual cost of the work. The Contractor shall keep records of the disputed work in accordance with Section 3-1.17, Change Order Pricing.
- c. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the Work on the which the claim for additional compensation is based has been completed, the Contractor shall within 10 calendar days of completion submit the Contractor's written claim to the Engineer, who will present it to the District for consideration in accordance with the Agreement, including, but not limited to Section 11-1.03 of the General Provisions and applicable law.

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

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

SECTION 7 MEASUREMENT AND PAYMENT

7-1.01 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance. The Contract Prices includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the District, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Agreement.

7-1.02 Payment.

- a. On or about the first day of each calendar month the Contractor will submit to the Engineer a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site. Each invoice shall contain the following certification executed by a duly authorized officer of the Contractor:

I, _____, being the _____ of _____ (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 application for payment and know its contents, and said application is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the costs incurred during the period covered by this application; and further, that I am familiar with California Penal Code section 72 and California Government Code section 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, or other severe legal consequences.

- b. To be eligible for payment, the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.
- c. In accordance with California Public Contract Code Section 20104.50, the District will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the District, along with a written description of the reasons why the application is improper. The

Contractor's failure to submit a schedule in the time specified in Section 3-1.10 or its submission of a schedule to which the District has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.

- d. The District will make progress payments to the Contractor in accordance with applicable law in the amount of ninety five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the District's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed.
- e. The District will pay the Contractor's final invoice in accordance with applicable law and this Section 7 following acceptance of the Work provided that:
 - 1. The Contractor has furnished evidence satisfactory to the District that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the District.
 - 2. No claim has been presented to the District by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
 - 3. No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
 - 4. The Contractor has filed with the District the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety insurer acceptable to the District and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.
- f. In accordance with California Public Contract Code Section 20104.50, if the District fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the District will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the District to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the District has delayed return of an application for payment beyond the seven day return requirement set forth in Section 7-1.02..

7-1.03 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for Contractor overhead and/or profit established under the Agreement.

- a. Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for Contractor and subcontractor employees engaged in the performance of the Work. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- b. Superintendent labor and clerical labor.
- c. Bond premiums.
- d. Insurance in excess of that required under Section 6-1.08.
- e. Utility costs.
- f. Work Site office expenses.
- g. Home office expenses.

7-1.04 Retention. The District or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure to properly pay subcontractors or to pay for material or labor.
- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Damage to the District.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the District's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Agreement.
- j. Any other lawful basis for withholding payment under the contract.

7-1.05 Securities in Lieu of Retention.

- a. In accordance with Public Contract Code Section 22300, except where federal regulations or polices do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the District to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to

the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.

- b. Alternatively, at the Contractor's request and expense, the District will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
- c. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.
- d. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

SECTION 8

PROJECT ACCEPTANCE AND CLOSEOUT

8-1.01 Occupancy. The District reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the District's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the District's rights to assess liquidated damages in accordance with Section 5 after the date of such occupancy or use.

8-1.02 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the District's representative and are operational. The District and/or the District's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the District or the District's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.

8-1.03 Work Acceptance.

- a. All finished Work will be subject to inspection and acceptance or rejection by the District, the Engineer, and the Designer or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the District.
- b. The District will accept the Work in writing only when the Work has been completed to the District's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work
- c. In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 3, above.

- d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

SECTION 9 REMEDIES AND DISPUTES

9-1.01 Failure to Correct Work. Within ten (10) working days of receiving written notice from the District describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the District written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the District's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the District written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the District's notice, then the District may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other remedies that the District may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

9-1.02 Termination.

- a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the District may have under the Agreement, and at law or equity, the District may terminate the Agreement:
 1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for those due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
 2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
 4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the performance of the Work in accordance with the Contract Documents and applicable law.

5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the District, the Engineer, the Designer, or other authorized representatives of the District.
 6. For any reason or for no reason, at the District's sole discretion.
- b. If the District intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the District will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the District's intent to terminate the Agreement will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the District's intent to terminate the Agreement for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not affect the required cure by the time specified in the notice, the District will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the District written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the District may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other available remedies that the District may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.
 - c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will, if so directed by the District, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond for all damages caused the District by reason of the Contractor's failure to complete the Work.
 - d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the District reserves the right to refuse tender of the Contractor by any surety to complete the Work.

- e. If the District completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the District will neither be liable for nor required to account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the District and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the District.
- f. If the Agreement or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the District and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the Contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the Work done, including preparatory Work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract Price shall control. The parties may in any other case adopt the Contract Price as the reasonable value of the Work or any portion of the Work done.

9-1.03 Disputes.

9-1.03.01 Definitions

For purposes of this section, the following Definitions shall apply:

- A. “Disputed Work” - Work that Contractor contends is outside the scope of the Contract Documents or in violation of the terms of the Contract Documents, resulting from any decision, determination, order, direction, instruction, notice, action, or omission of the District being otherwise incorrect or improper. Disputed Work includes any claims or potential claims regarding loss of productivity, delays, impacts, arising or occurring during the Work, that Contractor may assert resulted from acts or omissions of the District that were outside the requirements of the Contract Documents.
- B. “Good Faith Negotiations” means the successive, tiered negotiations of Disputed Work, each with increasing levels of documentation and substantiation, starting at the Project level and escalating to the Authorized Representative level, then the Executive level, prior to Contractor filing a Final Claim.
- C. “Claim” or “statutory claim” is defined in Public Contract Code section 9104, and means “a separate demand by the contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a public works contract.
 - b. Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the public entity.
- D. Final Claim means the certified Final Claim prepared and submitted by Contractor if Good Faith Negotiations fail to result in settlement of the claim.

9-1.03.02 Requirements of Good Faith Negotiations

A. Introduction

- a. At any time during the Good Faith Negotiations defined in this Section, Contractor may serve a statutory claim pursuant to Public Contract Code section 9204. Upon receipt of a claim pursuant to that section, the District will conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim.
- b. Notwithstanding the service of a statutory claim, Contractor must comply with the Good Faith Negotiations procedures defined in this Section. Failure to so comply shall operate as a waiver of Contractor’s claims.

B. Notification of Disputed Work Required.

- a. Contractor shall promptly, and before commencing Disputed Work, notify The District’s Authorized Representative in writing before proceeding with such Work. Contractor’s written notification shall state the objection and the basis of the objection (“Disputed Work”).

- b. If Contractor proceeds with the Disputed Work without complying with the written notice requirement, Contractor will be deemed to have assented that the Work is within the Contract's requirements, and shall waive its rights to further right to a protest or Claim.
- c. Contractor shall provide written notice of Disputed Work concurrently with Contractor's incurring any costs it may claim are the responsibility of the District.

C. Contemporaneous Records

- a. Beginning with the first day on which any Disputed Work is performed, and each following Day, Contractor shall maintain detailed hourly records of labor, construction equipment, and services, and itemized records of materials and equipment used each Day in the performance of the Disputed Work. Such records must be of a form acceptable to the District, shall be signed by Contractor, copies provided to the District daily, and are subject to verification by the District.

D. Initial Substantiation (within ten (10) Days after Contractor's first knowledge of the Disputed Work.)

- a. Within ten (10) Days after Contractor's first knowledge of the Disputed Work, Contractor shall provide the District with a written statement of dispute ("Dispute") that includes a preliminary cost proposal for the Disputed Work stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. It is the responsibility of Contractor to substantiate that the Disputed Work is in fact a change from the base scope of Work.
- b. The written Dispute must identify the subcontractors, vendors, suppliers affected, if any, sufficient for the District to visit the Site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question. Contractor shall provide by email digital photographs of the Disputed Work and provide District with contact information for all involved subcontractors and/or suppliers of any tier to facilitate prompt "in person" review at the next job site meeting.

E. First Negotiation: At Project Level. (No later than twenty-one (21) Days after Contractor's first knowledge of the Dispute).

- a. The written notice and preliminary cost proposal for Disputed Work must be placed, by Contractor, as either a specific discussion item on the Agenda for the next weekly meeting, or to occur immediately before or following the weekly meeting. Both Owner and Contractor shall then make a good-faith effort to review the Disputed Work. It is expected that discussions will occur no later than twenty-one (21) Days after Contractor's first knowledge of the Dispute.

F. Updated Dispute Substantiation (no later than thirty (30) days of Contractor's first knowledge of Disputed Work).

- a. In the event negotiations at the next job site meeting do not result in resolution of the Dispute, and in any event no later than thirty (30) days of Contractor's first knowledge of Disputed Work, Contractor must update its Dispute ("Updated Dispute") to meet the following requirements.
- b. Contractor shall submit the Updated Dispute documentation in the following format:
 1. Introduction and Issue Identification
 2. Background
 3. Chronology
 4. Contractor's Position (Reason for County's potential liability)
 5. Supporting documentation of merit
 6. Supporting documentation of damages
 7. Schedules (if appropriate)
 8. Productivity exhibits (if appropriate)
- c. Contractor shall explain, cite by reference to Contract Documents and documents from the Project record and/or submit photocopies of documents supporting the merit of its position.
- d. Contractor shall explain, cite by reference to, and/or submit photocopies of documents supporting damages. Contractor must submit substantial supporting documentation with this Updated Dispute documentation; categories and amounts not identified and justified, will be deemed waived. Contractor may not assert, subsequently, new or different categories or amounts of damages.

G. Second Negotiation: At Project Representative Level. (No later than forty-five (45) Days after Contractor's first knowledge of the Dispute).

- a. If District and Contractor do not resolve the Disputed Work at their first meeting, then Contractor shall submit its Updated Dispute and shall calendar the matter for discussion with Contractor's Representative and Owner's Representative to occur within twenty (20) Days of the weekly meeting and no later than forty-five (45) Days after Contractor's first knowledge of the Dispute.
- b. The District's Representative will consider the information provided by Contractor and from District's resources, and will provide a decision in writing. If Contractor disputes the written decision, then Contractor's remedy is to file a Notice of Potential Claim meeting the requirements below.
- c. If for any reason Owner should fail to act or provide a decision on a Dispute or Updated Dispute, all within the required forty-five (45) Days, then the Dispute and Updated Dispute shall be deemed denied by Owner's Representative on the forty-sixth (46th) Day.

H. Notice of Potential Claim (no later than fifty-five (55) Days after Contractor's first knowledge of the Dispute).

- a. If, after receiving District's Representative's decision, Contractor disagrees with it or still considers the Disputed Work required of it to be outside the requirements of the Contract Documents, then Contractor shall so notify District in writing within ten (10) Days after receiving the decision by submitting a Notice of Potential Claim ("NOPC") stating that it will issue a formal claim.

I. Third Negotiation: Meeting of Executives.

- a. Upon receipt of Contractor's NOPC, Contractor and District shall negotiate the claim between and among the Contractor's Representative and Owner's Representative. Negotiations in response to the NOPC will not extend the time to file the Formal Claim.

J. FINAL CLAIM AND CERTIFICATION (Within seventy-five (75) Days of Contractor's first knowledge of a Dispute, or within thirty (30) Days of Owner's written decision on Contractor's Dispute and Updated Dispute.)

- a. Within seventy-five (75) Days of Contractor's first knowledge of a Dispute, or within thirty (30) Days of District's written decision on Contractor's Dispute and Updated Dispute, Contractor shall file with District its formal claim(s), in the form specified in this Section. For each NOPC Contractor intends to pursue as a formal claim, Contractor shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Contractor's position. Contractor is encouraged to designate its Final Claim and Certification as its statutory claim.
- b. Claim Documentation. Contractor's Claim documentation shall conform to generally accepted auditing standards (GAAS). Contractor shall submit the Claim in the following format:
 1. Introduction
 2. General Background Discussion
 3. Summary of Issues and Damages
 4. Index of Issues
 5. For Each Issue (Begin each issue on a new page)
 - a. Background
 - b. Chronology
 - c. Contractor's Position (Reason for County's potential liability)
 - d. Supporting Documentation of Merit
 - e. Supporting Documentation of Damages
 - f. Schedules (if appropriate)
 - g. Productivity exhibits (if appropriate)
- A. Contractor shall explain, cite by reference to, and/or submit photocopies of, documents supporting the merit of its position. Supporting documentation may include, but not be limited to, General Conditions, General Requirements, Technical Specifications, Drawings, correspondence, conference notes, Shop Drawings and other Submittals, Submittal Logs, survey books, inspection

reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary Critical Path method schedules, photographs, technical reports, Requests for Information, field instructions, and other related records necessary to support the merit of Contractor's position.

- B. Contractor shall explain, cite by reference to, and/or submit photocopies of, documents supporting damages. Supporting documentation may include, but not be limited to, any or all documents related to the preparation and submission of the Bid; Subcontractor, Supplier or vendor files and cost records; certified payroll reports, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as planned and as built costs; Subcontractor and Supplier payment documentation; quantity reports; other related records; general ledger and any other accounting materials necessary to support the Contractor's position.

K. CLAIMS SHALL BE CALCULATED IN THE SAME MANNER AS CHANGE ORDERS PER SECTION 01 26 00 (CONTRACT MODIFICATION PROCEDURES). NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY BE CLAIMED, REQUESTED OR RECOVERED.

9-1.03.03 SUBCONTRACTOR CLAIMS.

- A. Contractor shall require each Subcontractor, sub-Subcontractor and supplier to comply with the claims procedure set forth in this Document 00 73 83 to provide Contractor with timely notice and documentation of all claims. Contractor shall present as its claims, all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

9-1.03.04 WRITTEN DECISION AND ACTION ON CLAIMS

Time frames and procedures Decisions on statutory claims and formal claims follow the same procedures stated In Public Contract Code Section 9104:

- a. "Upon receipt of a claim pursuant to this section, the District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement, extend the time period provided in this subdivision.
- b. If the District needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the District does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension,

- expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- c. If the claimant disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - d. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the claimant sharing the associated costs equally. The District and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - e. For purposes of this section, mediation includes any nonbinding process, such as neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - f. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
 - g. Failure by the District to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - h. Amounts not paid in a timely manner as required by the negotiations required under Public Contract Code section 9204 shall bear interest at 7 percent per annum."

9-1.03.05 CLAIM UPDATES AND WAIVER

- A. Claim Updates Required. If Disputed Work persists longer than a single calendar month, then for each quarter until the Disputed Work ceases, Contractor shall submit to District a document titled "Claim Update" that shall update and quantify all elements of the Claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the Claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or

any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing “claims log” that shall list all outstanding claims and their value, and provide such log to Owner quarterly.

- B. Waiver. If the initially required notice of Dispute, Updated Dispute, Notice of Potential Claim and Final Claim, are not issued within the time period required herein, or if Contractor proceeds with the disputed Work without first having given the notice of the Disputed Work, Contractor shall be deemed to have waived its rights to further claim on the specific issue.

9-1.03.06 GOVERNMENT CODE SECTION 930.2

- A. The procedures, negotiations, record keeping, documentation and Final Claim, if negotiation efforts prove unsuccessful, as required in this Section, are intended to constitute a mandatory administrative remedy and part One of a two-step claim procedure by agreement under California Government Code Section 930.2. Step one is compliance with the Good Faith Negotiations and Claim Requirements. Step Two is filing a Government Code Section 910 Claim in with the County following statutory procedures and identifying Claims submitted, negotiated and not settled.
- B. Should Contractor fail to timely comply with the procedures set forth in this Section, Contractor may have rights to apply for consideration of late claims following the procedures in Government Code Section 930.4. This Section defines the limits of authority of District’s representative to consider late claims and the basis therefore.

9-1.03.07 WAIVER AND SUBSTANTIAL COMPLIANCE

- A. If Contractor fails to comply with this Section as to any claim or Disputed Work, then Contractor shall waive its rights to such claim. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Section, may not be asserted in any subsequent arbitration (if subsequently agreed), litigation or legal action, and any award (or portion thereof), judgment or verdict contrary to this preclusion shall be vacated to the extent contrary.
- B. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and District must give its approval in writing (which approval may be withheld in District’s discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written Change Order signed by both parties and accepted as to form by their legal counsel (for the District, the Office of the District Attorney.)
- C. The District, in its sole discretion, may consider Contractor’s substantial compliance with the required initial notice and written Dispute, provided Contractor demonstrates good faith and a manifest lack of prejudice to District from late written notice, for example, contemporaneous District/Contractor discussions and review of Disputed Work with full opportunity to investigate and verify costs and work performed. Under no circumstances may substantial compliance be considered when the required written notice is more than twenty-one (21) calendar days late.

- D. The District shall not be deemed to waive or alter any provision under this Section, if at District's sole discretion; a claim is administered in a manner not in accord with this Section.
- E. Compliance with the foregoing shall not be a prerequisite to any Claim that is based solely on differences in measurement or errors of computations as to Contract quantities.

9-1.03.07 CLAIMS UNDER \$375,000

- A. The provision of Public Contract Code §20104 set seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and the District are hereby incorporated in this Contract and are *italicized* for ease of use.
- B. Documentation that is necessary to substantiate Claims submitted pursuant to this section must comply with the format requirements set forth in this Section.

- a. Claims for \$375,000 or below, as provided by Public Contract Code - §20104 (a)-(d), Application of article; provisions included in plans and specifications:

- (a) (1) *This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.*

- (2) *This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.*

- (b) (1) *"Public work" means "public work contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.*

- (2) *"Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.*

- (c) *The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.*

- (d) *This article applies only to contracts entered into on or after January 1, 1991.*

- C. Claims for \$375,000 or below, as provided by Public Contract Code - §20104.2 (a)-(f), Claims, requirements, tort claims excluded:

For any claim subject to this article, the following requirements apply:

- (a) *The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this*

subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- (b) (1) *For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.*
- (2) *If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.*
- (3) *The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.*
- (c) (1) *For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.*
- (2) *If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.*
- (3) *The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.*
- (d) *If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.*
- (e) *Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.*
- (f) *This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.*

- D. Claims for \$375,000 or below, as provided by Public Contract Code - § 20140.4(a)-(c), pertaining to Civil action procedures; mediation and arbitration; trial de novo; witnesses:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) *Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.*
- (b) (1) *If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.*
- (2) *Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.*
- (3) *In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.*
- (c) *The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.*

- E. Claims for \$375,000 or below, as provided by Public Contract Code - §20140.6 (a)-(b), Payment on undisputed portion of claim; interest on arbitration awards or judgments:

- (a) *No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.*
- (b) *In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.*

SWEETWATER SPRINGS WATER DISTRICT



March 2023

TECHNICAL SPECIFICATIONS

FOR

MOSCOW ROAD WATER LINE REPAIR PROJECT

Prepared By:

PRELIMINARY – NOT FOR CONSTRUCTION

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Date

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10 - GENERAL

10-1.01 Description of Work:

The project generally consists of replacing water mains via open trench and directional boring methods. The completed project includes main connections and asphalt resurfacing. The project is located along portions of Moscow Road in Monte Rio.

The Contractor shall furnish all labor, materials, tools, implements, methods and processes which are required to construct and complete the work in a good and workmanlike manner, including the maintenance of any existing underground utilities, the disposal of excess excavation and final cleanup, to the satisfaction of the Engineer.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Plans and as provided for in the Specifications and not specifically referred to in this section, shall be understood to be furnished by the Contractor.

Work within the County right of way shall be performed in accordance with the applicable sections of the County Encroachment Permit.

10-1.02 Construction Limitations:

The Contractor will be expected to conduct his operations in a manner which creates a minimum damage to the natural vegetation and landscaping, paving and gravel areas. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches or placement of steel plates and temporary fencing as required.

Equipment will be restricted to the immediate area of construction and trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids and litter, will be covered. Such residues will be disposed of in a proper manner.

Mufflers and/or baffles will be required on all construction equipment.

Construction activity within the existing right-of-way will be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

10-1.03 Order of Work:

Order of work shall conform to the provisions in Section 8-1.02B, "Level 1 Critical Path Method Schedule," of the Standard Specifications.

Attention is directed to the Sections entitled "Traffic Control" of these Special Provisions.

The Contractor shall not be allowed to work on more than one of the sites at a time without approval from the District.

Final paving shall not be placed on any roadbed until all utility construction beneath the roadbed has been completed and water lines have been tested and chlorinated and until final utility connections have been made, unless otherwise permitted by the Engineer.

10-1.04 Safety:

The Contractor shall at all times conduct his work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to insure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No access way shall be closed to the public without first obtaining permission of the Engineer.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.05 Water for Construction and Dust Control:

There shall be no unmetered connections to the water system, including connections bypassing the meter for obtaining construction water. Unmetered connections will be severed by the District. Unmetered connections will result in penalties including fines and payment of estimated water usage fees. Reasonable quantities of construction water shall be available to the Contractor, at no cost, at an existing hydrant to be determined by the District. The Contractor shall be responsible for transport of such water. Construction water shall be metered. The Contractor shall supply a backflow prevention device to be installed on the hydrant to be used.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.06 Emergency Service Providers Notifications:

The Contractor shall furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information shall be reported to the Police or Sheriff Department dispatcher and updated as required to provide 24-hour phone access.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.07 Storm Water Pollution Prevention:

Work within the County right of way shall be performed in accordance with the County Encroachment Permit. The Contractor shall fully inform themselves of all rules, regulations, and conditions that may govern operations in said area and shall conduct work accordingly.

Before starting work on the project, the Contractor shall submit, for acceptance by the Engineer, a storm water pollution prevention plan to control water pollution effectively during construction of the project. Such a program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operation upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing or grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such a plan has been accepted.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution prevention plan in not more than 5 working days.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.08 Temporary Erosion Control:

Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property as a result of the construction of this Project.

Conformance with the requirements of this section shall in no way relieve the Contractor from his responsibilities, as provided in Section 13-6, "Temporary Sediment Control," Section 5-1.36, "Property and Facility Preservation," and Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications.

Temporary erosion control features, as are necessary to prevent damage and sediment transport during the winter season, shall be constructed and functional from October 15th to April 15th. The Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property.

Temporary erosion control measures shall conform to the current edition of ABAG manual of standards for erosion and sediment control measures and includes, but not limited to the following:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.

2. The roadway shall be kept swept, and spoils from grinding, sawcutting, trenching, etc. and silt, shall be removed daily or as often as needed to prevent spoils and silt from entering the storm drain system and roadside ditches.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.09 Progress Schedule:

Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.02, "Schedule," of the Standard Specifications and section 3-1.10, "Project Schedule," of the General Provisions.

The Contractor shall submit the following for review and approval:

- 1) A preliminary progress schedule shall be submitted at the Preconstruction Meeting.
- 2) A baseline progress schedule incorporating the Engineer's comments prior to the start of work.
- 3) Monthly updates of progress schedule due as directed by the Engineer.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.10 Cooperation:

Attention is directed to Sections 5-1.20, "Coordination with Other Entities," and 5-1.36C, "Nonhighway Facilities," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-1.11 Hours of Work:

The Contractor shall restrict his hours of work to 7:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved by the Engineer. The Contractor shall coordinate with the County for hours of inspection services as noted in the Encroachment Permits. Working days shall be per the Caltrans Construction Workday Calendar. No work shall be allowed on holidays shown on the Construction Workday Calendar.

10-1.12 Dust Mitigation Measures:

1. All dust-producing work and unpaved construction sites shall require at a minimum watering in the late morning and at the end of the workday; the frequency of watering shall be increased if dust is mobilized by wind.
2. Contractor shall maintain dust control to the satisfaction of the Engineer, seven (7) days a week, 24 hours per day.
3. The Engineer, at his discretion, may require sprinkling at any time or place.
4. At the end of each work day the Contractor shall thoroughly sweep all streets in the work zone. Daily sweeping shall be performed in such a manner as to minimize airborne dust.
5. At the end of each work week the Contractor shall sweep all streets in the work zone with a commercial street sweeping truck.
6. The Engineer at his discretion may require additional sweeping, including use of a commercial street sweeping truck, at any time or place.
7. Watering for dust control shall be limited to prevent erosion of exposed soils.

Full compensation for conforming to the provisions of this Section 10-1 shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.13 County Coordination:

Work within the County right of way shall be performed in accordance with the County Encroachment Permit. The Contractor shall prepare and submit the application and supporting documents and any fee to the County of Sonoma. County forms are included in Appendix A of these Special Provisions. Application to include at a minimum:

1. Signed copy of the ENC-001 Application for Encroachment Form (ENC-001)
2. Signed at-cost agreement and refund request. The refund request if for any inspection fees over the minimum deposit of \$5,000 that are not used during inspections.
3. Copy of the Contractor's certificate of liability insurance and endorsement naming "Sonoma County its Officers and employees" as additionally insured (ENC-002)
4. A site-specific traffic control plan meeting the requirements of the Caltrans MUTCD
5. Bonding is required for this work, a \$10,000 credit card payment, check, or embossed surety bond on County of Sonoma Document is required. If submitting bonding as a cashiers check or credit card complete Form ACT-001. Once permit has been finalized the bonding amount is refunded.

11 - MOBILIZATION

11-1.01 Description:

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications, and as provided herein.

Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings if needed, and other construction facilities; as required for the proper performance and completion of the work.

Mobilization shall include but not be limited to the following principal items:

1. Signed Contract by the District and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed. Obtaining the required County Encroachment Permit.
3. Moving on to the site of all Contractors' equipment required for operations.
4. Installing temporary construction water supply, power, wiring, and lighting facilities, as required.
5. Providing field office trailers if needed by the Contractor.
6. Providing all on-site communication facilities, including telephones, and radio pagers.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference of Contractor's principal construction personnel.
10. Physical verification (potholing) of existing utilities.
11. Beginning work on the project or at the subject site as applicable.

11-1.02 Payment:

Mobilization will be paid for at the contract **lump sum** price, which price shall include full compensation for applying and obtaining the County Encroachment Permit, furnishing all labor, materials, tools and equipment, and doing all work involved in mobilization, as specified herein, and no additional allowance will be made therefor.

No payment for mobilization or any part thereof will be approved for payment under the contract until all applicable mobilization items listed above has been completed. This amount shall not exceed 5% of the total bid price for the work.

12 - TRAFFIC CONTROL

12-1.01 Description:

Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD), and as directed by the Engineer. All work will be performed in the County right of way and will require construction area traffic control devices shall be installed and maintained in accordance with the aforementioned standards and the applicable sections of the County Encroachment Permit.

12-1.02 Traffic Control Plan:

Prior to commencing construction which will affect existing traffic, the contractor shall submit for review by the Engineer, a Traffic Control Plan on 11" x 17" sheets of paper which contains only information specifically related to work zone traffic control. If the Contractor proposes to use Manual of Traffic Controls Published by Caltrans in lieu of a traffic control plan, in specific work operations, he/she shall submit in writing for consideration which Standard Plan will be used for each work operation. A Traffic Control Plan or proposal shall be submitted for review at least two weeks prior to implementation.

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

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

- A. Show location and limits of the work zone.
- B. Give dimensions of lanes affected by traffic control that will be open to traffic.
- C. Indicate signing, cone placement, and other methods of delineation and reference to appropriate Caltrans standard.
- D. Dimension location of signs and cone tapers.
- E. Identify side streets and driveways affected by construction and show how they will be handled.
- F. Show how pedestrian traffic will be handled through the construction site.
- G. Demonstrate how two-way traffic will be maintained.

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

12-1.03 Traffic Control:

Attention is directed to Section 7-1.03 and Section 7-1.04 of the Standard Specifications and to the following modification thereof.

Advanced Notice signs for road closures, if requested by the Contractor and approved by the Engineer, shall be furnished and installed by the contractor at each end of the project two weeks prior to any construction activity. Details of panel construction and lettering shall be approved by the Engineer.

Exact locations of Project Identification signs and Advance Notice signs (Section 12-4 "Maintaining Traffic" of the Standard Specifications) shall be determined in the field by the Engineer.

Lane closures on major and collector streets will be permitted between the hours of 8:30 a.m. and 4:30 p.m. only. Where work is performed in the County right of way attention is directed to the appropriate Encroachment Permit. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress. The Contractor shall coordinate with school for bus schedule and allow access as necessary.

A minimum of one paved traffic lane, not less than 11 feet wide shall be open for use by public traffic.

During lane closure, public traffic may be stopped for periods not to exceed 5 minutes in each direction.

Lane closures are not permitted during non-working hours.

The Contractor shall keep the local Fire and Law Enforcement Departments informed regarding the closure of any traveled way. The Contractor shall call the Fire Department **and** the Law Enforcement Office **daily** to report any traveled way closure; this means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

Mail service shall be maintained throughout the course of the project. The U.S. Postal Service shall have uninterrupted access to mailboxes at all times.

The Contractor shall maintain and store a sufficient number of traffic plates at the site to accommodate emergency vehicles in case of an emergency.

If the Contractor has an approved Traffic Control Plan that includes road closures, he/she will be required to maintain vehicular access to homes and other properties where work is in progress

within the closure area. In addition, public access shall be provided for one hour midday (12:00 p.m. – 1:00 p.m.) each day.

The Contractor will be normally allowed to close the residential block he is working on between 8:30 AM and 4:30 PM to all but local traffic, except where work is performed in the Caltrans right of way. Where work is performed in the Caltrans or County right of way attention is directed to the appropriate Encroachment Permit. The Contractor will be required to maintain vehicle access to homes and other properties within the block where work is in progress.

Seventy-two (72) hours prior to construction, the Contractor shall place a notice on each front door, and attempt to notify each owner or tenant verbally that work will be underway within his block between stated hours, and request that cars be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of local cars within the block. The notification shall specify days and estimated closure hours.

12-1.04 Construction Traffic:

The Contractor shall submit a trucking route for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project. Temporary staging of construction materials shall not occur in streets or areas that are not within the limits of the project which are to be paved.

12-1.05 Construction Area Signs:

Construction area signs are required for the direction of public vehicle and pedestrian traffic through or around the work during construction.

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, “Temporary Traffic Control,” of the Standard Specifications and these Special Provisions. Sections 7-1.03, “Public Conveniences,” and 7-1.04, “Public Safety,” of the Standard Specifications set forth the Contractor’s responsibilities for public convenience and public safety.

Construction area signs shall not be used until they are needed and when no longer needed they shall be removed from the site of the work.

12-2 Measurement and Payment

12-2.01 Flagging Costs: Section 12-1.04 of the Standard Specifications is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.03, and Section 7-1.04, shall be considered as included in the contract lump sum price paid for traffic control and no additional allowance will be made therefor.

12-2.02 Payment: **Traffic Control System** will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and

equipment, and doing all work involved in traffic control, including traffic control plans, project identification signs, construction area signs, flagging, traffic plates, and temporary relocation of regulatory signs, as specified herein, and no additional allowance will be made therefor.

15 - EXISTING FACILITIES

15-1.01 Removal Methods:

Concrete removal shall conform to applicable provisions of Section 15-1.03B of the Standard Specifications and these Special Provisions.

Concrete shown on the plans to be removed shall be completely removed and disposed of in accordance with the provisions of Section 14-10, "Solid Waste Disposal and Recycling," of the Standard Specifications. Burying of broken concrete within the limits of the project will not be allowed.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

15-1.02 Payment:

Payment for removal of concrete shall be included in the contract price paid for various contract items of work and no additional allowance will be made therefor.

15-2.01 Asbestos Cement Pipe:

The Contractor is advised that asbestos cement pipe (ACP) may be encountered on the project and must be cut, handled, and disposed of according to the Contractor's State Licensing Law and all other applicable laws and regulations.

15-2.02 Payment:

Full compensation for the cutting, removal and disposal of asbestos cement pipe shall be considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

15-3.01 Utility Clearances:

Contractor will be required to investigate, confirm and/or determine locations of existing utilities, verify clearances between existing and proposed utilities, and determine elevations of existing utilities at connection points. *The Contractor shall verify clearances at known utility crossings and/or areas where clearances may be tight, and confirm elevations of existing utilities at connection points at least 5 working days in advance of working at the specific crossing or connection location.* The Contractor shall notify the Engineer immediately upon discovery of any conflict.

15-3.02 Payment:

Full compensation for determining utility crossing locations and clearances shall be considered as included in the prices paid for various contract items of work and no additional allowance will be made therefor.

15-4.01 Tree Root Pruning:

Caution shall be exercised when digging within the dripline of any tree. Trenching operations for pipelines and structures shall be conducted in such a manner to minimize the damage to existing tree roots. Hand digging shall be used where necessary to protect tree roots. Where tree roots are encountered, root pruning shall be accomplished by use of sharp tools appropriate for the size of root to be cut. Each cut shall be clean with no torn bark or splintered wood remaining on the tree.

The Engineer shall be notified 48 hours prior to any underground work within the dripline of trees. A certified Arborist hired by the Contractor shall direct Contractor's operations for removal, cutting or disturbance of existing tree roots over 2" in diameter in consultation with the Engineer. In the event that a tree root is approved for removal, it shall be neatly cut, square, at the edge of the trench, not shredded or shattered, to the satisfaction of the Contractor's Arborist.

Tree roots shall not remain exposed to drying out. Root ends shall be covered with soil or burlap and kept moist until the final backfill or grade is established.

15-4.02 Payment:

Full compensation for hiring a certified arborist, removing and pruning tree roots, hand digging to avoid root damaging roots, and excavating cautiously with respect to tree roots is considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

15-5.01 Protection of Existing Facilities and Property:

Preservation and protection of existing facilities and property shall conform to Sections 5-1.36, "Property and Facility Preservation" and 5-1.39, "Damage Repair and Restoration" of the Standard Specifications and these Special Provisions.

The Contractor shall notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

The Contractor shall take all necessary measures to avoid damage to existing surface and underground utility facilities in and near the site of the work. No error or omission of utility mark-outs shall be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures. The Contractor shall indemnify the District and Engineer and hold them harmless from any and all claims, demands, or liability made or asserted by any person or entity on account of or in connection with any damage to such surface or underground facilities caused by the Contractor or any of his agents or subcontractors.

The existing underground facilities in the area of work may include at least telephone, television and electrical cables, gas mains and services, water mains and services, sewer pipe and service laterals and drainage pipe. The various utility companies shall be notified before trenching begins and at such other times as required to protect their facilities. Underground facilities shall be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. Attention is directed to Section

15-3.01 “Utility Clearances.” The Contractor shall immediately notify the Engineer of any facilities found that are not shown on the plans.

The Contractor shall preserve or remove and replace in kind all the existing features on or fronting private property needed to construct the work, including surfacing, trees, landscaping, irrigation, walls, curbs, fencing and other features. The Contractor shall coordinate such removal and replacement with the respective property owners.

If damage should occur to the existing facilities, the property owner or utility company, and the District shall be notified immediately and repairs acceptable to the utility company shall be made at the Contractor’s expense. Any delays claimed by the Contractor as a direct result of damage or repair to existing facilities will not be recognized, except that any such delays will entitle the Contractor to an extension of time as provided in Section 8-1.10, “Liquidated Damages,” of the Standard Specifications. The Contractor shall immediately notify the Engineer of any such delays.

15-5.02 Payment:

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional allowance will be made therefor.

15-6.01 Preservation and Protection of Trees and Plantings:

Preservation and protection of existing trees and plantings shall conform to Sections 5-1.36, “Property and Facility Preservation” and 5-1.39, “Damage Repair and Restoration,” of the Standard Specifications, these Special Provisions and the project drawings.

The Contractor shall be expected to conduct his operations in a manner which creates a minimum amount of damage to the natural vegetation and landscape. Ingress and egress shall be via existing paved roads.

Prior to mobilization, the Contractor shall video the access roadways and all work sites to document existing conditions and shall provide a copy of the video in DVD format to the Engineer. The Contractor shall examine the site and have full knowledge of the existing conditions. No variations or allowance from the contract sum will be made because of lack of knowledge.

The Contractor shall provide the necessary safeguards and shall exercise caution against damage or defacement of existing improvements and plantings and shall be responsible for the damage resulting from operations. Repair or replacement of such damage shall be at no cost to the District.

Existing trees, shrubs, and other plants, that are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor in accordance with the requirements in Section 20-3.01C(4), “Replacement Plants,” of the Standard Specifications. Section 20-3.01C(4) of the Standard Specifications is hereby incorporated in these Special Provisions.

15-6.02 Payment:

Full compensation for preservation and protection of trees and plantings, including removing and pruning tree roots shall be considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

15-7.01 Sawcut Pavement:

Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 0.17 foot with a power driven saw before the concrete or asphalt concrete is removed.

15-7.02 Payment:

Full compensation for sawcutting shall be considered as included in the contract prices paid for the various items of work and no additional allowance will be made therefor.

21 - NOTIFICATION

21-1.01 Description:

The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

The Contractor shall notify all residents two (2)-calendar days and/or businesses five (5)-calendar days prior to doing any work in front of their home or business. The Contractor shall notify what work will be taking place and the potential impacts on the resident.

Where work is performed in County right-of-way, Notification shall conform to these Special Provisions and the requirements of the appropriate Encroachment Permit.

21-1.02 Payment:

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

26 - AGGREGATE BASE

26-1.01 Description:

This work shall consist of furnishing, spreading, and compacting aggregate base in conjunction with backfill for trenches in accordance with the detail on the plans, the Standard Specifications, these Special Provisions. Class 2 aggregate base shall be compacted to a minimum of 95% relative compaction under paving and within the Caltrans Right of way, and 90% relative compaction in unpaved areas and when used as shoulder backing.

26-1.02 Quality Requirements:

Aggregate for Class 2 aggregate base shall conform to the grading requirements for ¾-inch maximum grading, and shall conform to the quality requirements of the Standard Specifications, Section 26.

The minimum sand equivalent shall be 31 for any individual test.

26-1.03 Compacting:

Aggregate base compaction shall comply with the plans and these additional requirements. The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

Compaction shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles. If the Engineer determines that the aggregate base has dried excessively before compaction can be achieved, the aggregate base shall be removed and replaced, or moisture conditioned prior to resumption of compaction effort at the Engineer's direction and the Contractor's expense.

26-1.04 Payment:

Full compensation for aggregate base associated with trench backfill, paving, shoulder backing and any other work shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

39 - ASPHALT CONCRETE

39-1.01 Description:

Asphalt concrete improvements shall conform to the following Special Provisions and the Standard Specifications. Where work is performed in the County right of way, asphalt concrete improvements and the placing thereof shall conform to these Special Provisions and the requirements of the appropriate Encroachment Permit.

Attention is directed to Section 12, "Traffic Control" of these Special Provisions.

A minimum of two weeks prior to the placement of any Asphalt Concrete, the Contractor shall notify the Engineer of which asphalt plant will be used to supply the mix. For any job, Asphalt Concrete shall be supplied from a single plant.

39-1.02 Asphalts:

Asphalt binder to be mixed with aggregate for Asphalt Concrete surface, leveling or open graded courses shall be liquid asphalt binder shall be PG 64-16 conforming to the latest published provisions in Section 92, "Asphalt Binders," of the Standard Specifications.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5% by weight of asphalt binder. The LAS shall be AD-here LOF 65-00 or equivalent, and shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacturer's recommended practice. The LAS can be added at the asphalt plant or at the refinery. When added at the asphalt plant, the equipment shall indicate and record the amount of LAS added. If added at the refinery, the shipping ticket from the refinery shall certify the type and amount of LAS added.

No trucks or other rubber tired construction equipment are allowed on the subgrade at any time. No trucks or other rubber tired construction equipment are allowed on newly placed asphalt concrete base until the day after the asphalt concrete base is placed.

The Contractor shall use asphalt spreading machinery with automated controls. The Contractor shall also furnish a grade setter to insure that the asphalt concrete base and asphalt concrete surface paving conforms to the lines and grades of the plans.

39-1.03 Aggregate:

The aggregate grading shall be Type A -1/2" maximum, medium for the asphalt concrete surface course.

The asphalt concrete mixture shall conform to the following requirements:

Minimum tensile strength ratio (TSR) of 70, and a minimum dry tensile strength of 65 pounds per square inch, based on California Test Method 371.

At any time during the first 12 months from the time of placement of the asphalt concrete, the surface shall be visually inspected by the District. If signs of stripping of binder from aggregate or loss of aggregate is apparent, the District shall core the asphalt concrete surface. The core samples shall be tested for TSR. Asphalt concrete with a TSR less than 70 shall be remediated as required by the District.

39-1.04 Tack Coat:

A tack coat, Type SS-1, shall be applied to all mating surfaces at conforms to existing pavement and concrete prior to placement of new asphalt concrete, and shall conform to Section 94 “Asphaltic Emulsions” of the Standard Specifications.

39-1.05 Haul Vehicles:

Prior to loading Asphalt Concrete, the bed of the haul vehicle shall be clean and free from all soil, sand, gravel and other deleterious substances.

All haul vehicles shall be equipped with tarps which are in working order. Tarps shall be used on haul vehicles unless prior approval is obtained from the Materials Laboratory.

When spraying parting agents in the bed of the haul vehicle, the minimum amount necessary to moisten the surface shall be used. In no instance will the parting agent be allowed to accumulate in the bed of the vehicle.

39-1.06 Spreading Equipment:

The Asphalt Concrete shall be deposited from the haul vehicle into the hopper of the paving machine.

The practice of depositing the material on the roadbed in a window and subsequently using a pick-up machine to deposit the material in the hopper of the asphalt paver will not be allowed.

Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and therefore shall not produce rutting or pumping of the existing roadway surface or newly placed asphalt concrete at any time.

39-1.07 Compacting Equipment:

Compaction rollers shall be either 2-axle steel tired rollers, pneumatic-tired rollers, or approved double-drum vibratory rollers. Steel-tired static compaction rollers shall weigh not less than 12 tons.

All pneumatic-tired rollers shall be equipped with an approved windskirt unless otherwise permitted by the Engineer. Pneumatic-tired rollers shall be so equipped that the air pressure in all tires may be regulated uniformly by the operator while the roller is in motion.

Finish rollers shall be 2-axle steel-tired tandem rollers weighing not less than 8 tons.

39-1.08 Hand Equipment:

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

39-1.09 Compaction Testing:

Construction shall be in accordance with Section 39-3 “Method Construction Process” of the 2015 Standard Specifications. Asphalt concrete shall be compacted to 91-97% of maximum theoretical density (CT 309) as determined by CT 375 (a nuclear density device may be used). A profilograph will not be required.

39-1.10 General Requirements:

Asphalt Concrete shall not be placed on any roadbed until all utility construction beneath the roadbed has been completed and water lines have been tested and chlorinated. The surface course of Asphalt Concrete shall not be placed until final utility connections have been made, unless otherwise permitted by the Engineer.

Asphalt Concrete shall not be placed after thirty (30) minutes before sunset, as established by the weather bureau, except as otherwise authorized by the Engineer.

No vehicles are allowed on newly placed asphalt concrete until it has cooled to 160° F.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Trench paving shall be installed in accordance with the detail on the plans and County Standard 219B to meet existing grade.

39A - ASPHALT CONCRETE TRENCH PAVING

39A-1.01 Description:

Asphalt concrete trench paving and the placing thereof shall conform to the requirements of these Special Provisions, the details on the plans and the Standard Specifications. Where work is performed in the County right of way asphalt concrete trench paving shall conform to these Special Provisions and the requirements of the appropriate Encroachment Permit.

Asphalt thickness and limits for trench paving shall conform to the details on the plans. Existing section and proposed new trench asphalt concrete thickness shall be as shown on the plans and as specified herein.

Temporary paving on all trenches shall include 2" hot mix **placed each day** which shall be removed for final reconstruction and paving.

Asphalt thickness for trench paving shall be a minimum of 0.25' or match the existing asphalt concrete thickness.

39A-1.02 Asphalts:

Asphalt shall conform to Section 39 of these specifications. The amount of asphalt binder to be mixed with the aggregate will be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

39A-1.03 Spreading Equipment:

When trench width is three feet or less, the asphalt concrete used for trench paving may be deposited directly from the haul vehicle into the trench. The asphalt shall then be raked smooth prior to compaction.

39A-1.04 General Requirements:

The Contractor shall provide compaction of backfill and base material as the job progresses, each day. Temporary paving (2" minimum) shall be placed each day over the work, leaving not more than 25 feet unpaved. The balance of the trench shall be covered with resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H20) traffic loads without shifting or bouncing, and shall be secured per Caltrans requirements. Temporary A.C. paving shall be placed around all edges of steel plates to provide a smooth transition to existing pavement.

Upon placement of the last lift of Class 2 aggregate base as shown in the details on the plans, the Contractor shall cut the edges of pavement in a neat manner to the locations shown.

Finished asphalt trench paving shall be even, smooth riding, and have an appearance that closely matches the surrounding surface, unless prior written approval has been provided by the Engineer.

Trench paving shall be installed in accordance with the detail on the plans to meet existing grade.

39A-1.05 Measurement and Payment:

Full compensation for furnishing and installing temporary trench paving asphalt shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Asphalt Concrete Trench Paving (Permanent) shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and doing all work involved in placing permanent asphalt concrete trench paving, including tack coat, and removal and disposal of existing asphalt concrete pavement, and no additional allowance will be made therefor. The estimated quantity of Asphalt Concrete Trench Paving (Permanent) is for bidding purposes only. This quantity may be increased, decreased, or eliminated in its entirety based on field condition evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made therefor. In the event of an increase or a decrease in the amount of the Engineer's estimated quantity of Asphalt Concrete Trench Paving (Permanent), such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 9-1.06 of the Standard Specifications and no adjustment of the contract price for Asphalt Concrete Trench Paving (Permanent) will be made by reason of such increase or decrease.

99 - WATER MAIN CONSTRUCTION

99-1 General

99-1.01 Description:

All water mains and related appurtenances shall be constructed in accordance with the Standard Specifications, these Special Provisions and as directed by the Engineer. Where work is performed in the County right of way all water mains and related appurtenances shall be constructed in accordance with the aforementioned standards as well as the applicable sections of the appropriate Encroachment Permit.

All concrete required for water main construction shall conform to Section 90 of the most recent version of the Standard Specifications.

99-1.02 Pipe:

Pipe shall be as shown on the drawings and as specified herein. Each length of pipe and coupling shall be marked with the manufacturer's name, lot number and the date the pipe was tested. A certificate of compliance shall be furnished to the District certifying that the pipe has been tested and meets the requirements of the American Water Works Association.

Pressure pipe shall be HDPE, unless otherwise denoted on the plans. All HDPE shall be joined by fusion, and installed by directional boring or open trenching as denoted on the drawings.

Ductile Iron Pipe shall be used where shown on the plans. DIP for pipe or structure crossing shall have restrained joints, thrust blocks and anchor blocks per the plans and District standards.

Contractor shall be aware that some fittings may be special order items and shall allow for lead time and schedule his work accordingly. The Contractor will not be compensated for any delays resulting from special order items.

99-1.02(A)1 PVC Pipe:

Where indicated on the plans the pipe shall be Polyvinyl Chloride (PVC) in accordance with the following:

Polyvinyl Chloride (PVC) Pipe shall be new pipe, minimum pressure class 235 DR 18, or pressure class 305 DR 14 as shown on the plans and conforming to the requirements of AWWA C900 "Standard for Polyvinyl Chloride Pressure Pipe, 4-inch through 12-inch for Water" and ANSI/NSF Standard 61

An affidavit shall be provided that all delivered materials comply with the requirements of AWWA Standard C900 and these specifications.

99-1.02(A)2 HDPE Pipe:

Work includes installation of high density polyethylene (HDPE) water mains and services, tracer wire, all appurtenances and all related equipment and fittings in accordance with the requirements of these Contract Documents and shall conform to the specifications stated in Chapter 99-2 of these specifications.

99-1.02(A)3 Ductile Iron Pipe (DIP):

Ductile Iron Pipe shall be cement lined, new pipe conforming to AWWA Standard C151, pressure class 350. The pipe shall be furnished with either Bell and spigot end, "Tyton Joints" or Mechanical Joints except where otherwise specified on the Plans. Rubber-gasket joints shall meet the requirements of ANSI/AWWA C111/121.11 ductile iron pipe shall be wrapped with an 8 mil. polyethylene sleeve, with 2-ft. overlap. Secure overlaps and folds with adhesive tape per manufacturer's recommendations.

All DIP shall be fitted with a continuous tracer wire fastened along the top center of the pipe and connected to wire at all tees and valves, and rising in all valve boxes.

DIP Fittings shall be new gray iron or ductile iron fittings conforming to ANSI/AWWA C110/A21.10 or new ductile iron compact fittings conforming to ANSI/AWWA C153/A21.53 of latest revision and shall be compatible with the type and pressure class of pipe used.

Mechanical joint fittings shall be ductile-iron and shall conform to the latest revision of ANSI/AWWA Section C153/A21.53 and shall be compatible with the type and pressure class of pipe used.

Restrained joint fittings shall be ductile iron in accordance with the applicable requirements of ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of latest revision and shall be compatible with the type and pressure class of pipe used.

All exposed nuts, bolts and threads (except stainless steel) shall be painted with Bitumastic paint or approved equal after nuts are tightened. All fittings shall be wrapped tightly with polyethylene film held securely in place with adhesive tape.

99-1.02(B)1 Work Materials to be Furnished by the District

All materials will be supplied by the Contractor.

99-1.02(B)2 Work Materials to be Furnished by the Contractor

Work materials supplied by the Contractor shall include but not be limited to all polyethylene pipe and fittings, electrofusion couplings, tapping sleeves and saddles, weak links, tapping valves, corporation and meter stops, unions, anodes, meter boxes, valve, valve extensions, MJ adapters, mechanical and transition fittings, tracer wire, Nicotap connectors, linestopping equipment and hardware, electrical tape, aquaseal, end caps, restraints, marker balls, and marking tapes.

99-1.02(B)3 Manufacturer's Testing

- A. Health effects evaluation: All materials in direct contact with potable water including but not limited to pipe and fittings must comply with ANSI/NSF Standard 61.
- B. Long-term hydrostatic strength: Materials must be tested to establish that their minimum long-term hydrostatic strength is in compliance with the requirements of the applicable AWWA product standard (ANSI/AWWA C901/C906).
- C. Material cell classification: PE materials must have a cell classification 445584E per ASTM D3350.

99-1.02(B)4 Submittals and Quality Control

- A. The Manufacturer shall submit to the District a written quality control procedure conforming to requirements of ANSI/AWWA C901 (up to 3") and C906 (4" -8"), which shall be subject to approval by District.
- B. The Manufacturer shall permit District representatives to tour extrusion facilities for the purpose of evaluating manufacturer's capabilities. The tour shall be during extrusion of a District order or if prior to order placement during the extrusion of a similar material.
- C. The Manufacturer shall certify that the plastic pipe and or fittings supplied meet all the requirements of this Specification. When requested by District, the Manufacturer shall supply certification for all items ordered, failure to do so shall be cause for order rejection.

99-1.02(C) PVC Fittings:

Mechanical joint and push on joint fittings for PVC pipe shall conform to AWWA C110/ANSI A21.10 or AWWA C153/ANSI A21.53 and AWWA C111/ANSI 21.1, latest edition and may be either new, gray iron or ductile iron. All mechanical joints shall be in accordance with ANSI/AWWA C151/A21.51.

Flanged fittings shall conform to AWWA C110/ANSI A21.10 and AWWA C111/ANSI A21.1, latest edition and may be either new, gray iron or ductile iron. Flanges shall be faced and finished smooth. Flanged fittings conforming to AWWA C153/ ANSI A21.53 shall not be used.

Fittings shall be bituminous coated outside and cement mortar lined inside in conformance with ANSI/AWWA C104/A21.4 and have a minimum working pressure rating of 250 psi. Fittings shall be compatible with the type and pressure class of pipe used and shall have a minimum Class 53 thickness rating. End connections shall be as shown on the drawings. Fittings installed underground shall be wrapped with 8 mil polyethylene tube in accordance with AWWA C105/ANSI A21.5-82, Method "A". In accordance with Section 10-6.3 of AWWA C110/ANSI A21.10, the manufacturer shall furnish to the District a sworn statement that the inspection and all the specified tests have been made and the results thereof comply with the requirements of said standard.

All exposed nuts, bolts and threads shall be stainless steel.

99-1.02(D) Restrained Joints:

Restrained mechanical joints shall be used at locations indicated on the plans. Restrained mechanical joints shall be ductile iron in accordance with the applicable requirements of ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53 of the latest revision and shall be compatible with the type and pressure class of the pipe used. All materials shall be constructed of ductile iron per ASTM A536.

Restrained joints in standard ductile iron piping shall be either MJ pipe with restrained glands, Tyton Joint push on joints with bell restraints or Tyton Joint push on joints using a gasket with multiple stainless steel locking cams embedded in the gasket. The bell restraints shall be Megalug Series 1700 as manufactured by EBAA iron or approved equal. The restraint gasket shall be Field Lok gasket as manufactured by US Pipe or approved equal. Restraint glands for MJ pipe shall be Megalug Series 1100 as manufactured by EBAA Iron or approved equal. All rods, bolts and nuts shall be stainless steel.

Restrained joints at fittings shall be MJ fittings with above restraint glands for DIP.

Restrained joints for PVC bells shall be a bell restraint device. The device shall be a slip serrated ring bolted on the spigot end of the pipe attached by threaded rods to a split non serrated ring seated behind the bell. The bell restraints shall be a series 1600 as manufactured by EBAA Iron or approved equal. All rods, bolts and nuts shall be stainless steel.

Restrained joints at PVC pipe attachment to a ductile iron fitting shall be an MJ restraint glad. The restraint gland shall be a gland with multiple gripping wedges specifically designed for PVC incorporated into the gland activated by the use of a torque limiting twist off nuts. The mechanical joint restraint on PVC shall be Megalug Series 2000PV as manufactured by EBAA Iron or approved equal. All rods, bolts and nuts shall be stainless steel.

Where threaded rod of any type is used for restraint the rod and any nuts and washers used shall be stainless steel.

99-1.02(E) Flexible Expansion Joints:

Flexible Expansion joints shall be used at locations indicated on the plans. Flexible Expansion joints shall be Force Balanced FLEX-TEND as manufactured by EBAA Iron or approved equal. Flexible expansion joints shall be installed per the manufacturer's requirements.

99-1.04 Gate Valves:

Gate valves shall conform to AWWA Standard C509 or latest revision and shall be the resilient seat type with non-rising stem, opening counter-clockwise with O-ring stem seal and the suitable ends for connection to the type of pipe or fitting used. The working pressure rating of gate valves shall meet or exceed the pressure rating of the pipe specified on the plans. External bolts and nuts shall be stainless steel and shall be painted with Bitumastic paint or approved equal after nuts are tightened.

Valves installed below grade shall have non-rising stems with 2-inch square nut with arrow cast in metal to indicate direction of opening.

The stem shall be furnished with dual O-Rings above the stem collar for an inside screw design. Another O-Ring shall be provided underneath the stem collar to seal bearing surfaces from line content. The area between the O-Rings shall be filled with lubricant. Anti-friction washers shall be provided at the stem collar for inside screw design.

All internal and external ferrous surfaces of the valve, including the interior of the gate, shall be coated with epoxy having a minimum thickness of 8 mils. Coating to be applied to castings prior to assembly to insure all exposed areas, including bolt holes and flange face surfaces, will be covered.

Valves will be available with various ends designed for connection to piping specified. Mechanical joints are to be per ANSI/AWWA C111/21.11 and include MJ accessories with stainless steel bolts and nuts.

Valves shall be seat tested at the rated working pressure of 200 psi with no leakage. A shell test of 400 psi shall be applied to body with valve in the open position with no leakage through the metal, flanged joints or stem seals.

Gate valves shall be Clow, US Pipe, American Flow Control or approved equal.

Valves shall be properly plumbed and leveled in order to provide proper seating of the wrench and wrench nut for easy operation. Concrete valve boxes shall be firmly supported and maintained, centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the finished grade or such other level as may be specified by the Engineer. Extension sections shall be centered over the wrench nut and extend from the body of the valve to the concrete valve boxes. Valve boxes shall be supplied and installed on all underground valves.

99-1.05 Valve Boxes:

Each gate valve shall be covered by a precast valve box set flush with street surface with cast iron ring and cover marked "WATER". The valve boxes are to be Christy G 5 or approved equal.

99-1.06 Asbestos Cement Pipe:

The installation of asbestos cement pipe is prohibited.

The Contractor is cautioned that asbestos cement pipe may be present. All cutting, handling and disposal of asbestos cement pipe shall be done in compliance with the Contractor's State Licensing Law and all applicable laws and regulations.

AC pipe materials are not anticipated to be friable. Disturbances and/or removal of asbestos-containing materials may be subject to the requirements of Cal-OSHA (Section 1529 of the Construction Safety Orders, and Section 5208 of the General Industry Safety Orders), and of the Health and Safety Code, Section 25915, et seq. Contractor shall meet all notification and training requirements for working with asbestos.

Contractor shall be responsible for the removal from the site and the proper disposal of any AC pipe encountered in accordance with all federal, state and local regulations. A licensed Contractor certified in asbestos abatement may be required to perform the work in the water mains if friable asbestos is encountered. AC pipe may be abandoned in place outside of required excavations.

Additional information on the disposal of asbestos-containing materials may be available from the following agencies:

Cal-OSHA
(707) 576-2388

Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA
(415) 771-6000

Northern Sonoma County Air Pollution Control District
109 North Street
Healdsburg, CA 95448
(707) 433-5911

Compensation for compliance with the provisions of this section shall be considered included under the appropriate items of work and no additional payment will be made therefore.

99-1.07 Trench Excavation, Backfill, and Resurfacing:

Excavation, backfill, and resurfacing of the water main trench under this contract shall conform to the detail on the plans and these Special Provisions.

All stumps encountered during trenching operations shall be removed to the satisfaction of the Engineer.

Attention is directed to "Traffic Control" of these Special Provisions.

The trench shall be opened sufficiently ahead of the pipe laying operations to reveal obstructions. Trenches shall be kept open only long enough to properly install the pipe and backfill. Trench plates with skid resistant coating shall be provided until which time a suitable, level driving surface is provided.

Trench crossings shall be provided as necessary to accommodate public travel and to provide convenient access to adjacent properties. Flow shall be maintained in any sanitary sewers, storm drains, water lines, or water courses encountered in trenching.

If trench water is encountered, the Contractor shall immediately notify the District. The Contractor shall remove **all water** which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to

anchor the work against possible flotation or leakage. At all times, the Contractor shall have sufficient pumping machinery available for immediate use.

Construction activities requiring dewatering shall include on-site water management such as silt traps and disposal in accordance with guidelines adopted by the Environmental Protection Agency, Water Quality Control Board and the California Department of Fish and Game and per the requirements in the encroachment permit. Water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge. A typical method of sediment removal is to place the pump inlet hose in a perforated 5 gallon bucket filled with clean gravel and install a filter sock on the outlet hose at the discharge point.

The Contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the District immediately upon discovery of any contaminated materials. Indicative conditions may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum odor).

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

Excess material from excavation shall become the property of the Contractor and shall be disposed of immediately and to the satisfaction of the Engineer. Prior to disposal of any materials or operation of any equipment on sites provided by the Contractor for disposal of excess trench excavation owned by him, the Contractor shall submit to the Engineer written authorization for such disposal of materials and entry permission signed by the owners of the disposal site and required permits.

Excavated material shall be removed as it is generated, and at no time shall the Contractor place excavated material at the work site.

No material piles shall be stored overnight. No materials shall be placed, and no equipment shall be staged within the public right-of-way outside of the project limits without the approval of the Engineer.

Blasting will not be permitted.

Contractor shall exercise caution when working in close proximity to existing trenches.

The Contractor shall install trench containment cutoffs in mainline trenches as shown in the details on the plans, or as directed by the Engineer. Install the cutoffs under the direction of the Engineer, and per the detail included in the Contract Drawings. Control Density Fill (CDF) shall conform to Section 99-1.11C Bedding, Backfill and Resurfacing of these Special Provisions.

Trench paving shall be installed in accordance with the County Standards to meet existing grade.

99-1.08(A) Subgrade Stabilization:

The pipeline trench subgrade shall consist of undisturbed native soils, properly compacted trench zone backfill materials, or rock. If loose or soft, saturated or unstable soils are encountered during subgrade preparation, these materials shall be over-excavated to a minimum depth of 24 inches and backfilled with Class 2 aggregate base or equivalent. The Contractor shall determine whether or not the trench is stable.

99-1.09(B) Trench Bracing and Shoring:

Trench shoring and bracing shall conform to the provisions in Section 7-1.02K(6), "Occupational Safety and Health Standards," of the Standard Specifications, and these Special Provisions.

The Contractor shall obtain any necessary permits from the State of California, Division of Industrial Safety. The Contractor shall pay all costs in connection with said permits and proof of such permits shall be submitted to the Engineer before commencing the trench work.

The Contractor shall take all necessary measures to protect the workmen and adjacent areas and structures from the hazards of the trenching or excavation operations.

99-1.09(C) Bedding, Backfill and Resurfacing:

Within County roads and right-of-way, trench shall be in conformance with the requirements of the County encroachment permit in addition to the requirements herein and shown on the plans.

Bedding material shall be free from vegetable material and shall not contain high concentrations of contaminants or other deleterious substances and shall be so placed that the pipe will not be displaced or damaged. Limits of bedding shall be as shown on the plans.

All loose materials resulting from trench excavation shall be removed from the trench bottom prior to placing pipe bedding material. Bedding material up to the bottom of the pipe shall be placed in uniform layers not to exceed 6" in thickness and shall be compacted, by mechanical equipment, to 90% relative compaction. The pipe shall be uniformly bedded throughout its length. No wedging or blocking of pipe will be permitted. Pipe bedding from bottom of pipe to spring line of pipe shall be placed and compacted after pipe has been placed and joints and compacted to 90% relative compaction. Pipe bedding from the spring line of the pipe to the crown of the pipe shall be placed and compacted to 90% relative compaction. Pipe bedding from the crown of the pipe shall be placed and compacted to 90% relative compaction in 8-inch lifts. Compaction methods shall not damage pipe of joints.

Limits of trench backfill shall be as shown on the plans. Trench backfill shall be placed in lifts not to exceed 8-inches.

Compaction of backfill will be tested by County staff within the County right-of-way and by the District outside the County right-of-way.

Surfacing disturbed by pipe installation shall be restored as specified herein and includes the restoration of existing street and road surfacing including driveways, shoulders, pavement, the restoration of surfacing in easements and any other surfaces at locations where pipes and appurtenances are installed. Work done within public rights-of-way shall be restored in accordance with the applicable encroachment permit issued for such work. Driveways, walkways and other locations where concrete, gravel or other materials are present shall be replaced in kind and appearance.

Earth surfacing shall be soil similar to the native soil in the surrounding area in which the work is being done. Compaction for each type of soil shall be equal to the compaction of the native soil surrounding the area being restored, where originally earth surfaced. Topsoil material shall be mounded slightly over the restoration as shown on the plans and where directed.

Material Specifications:

Drain rock may be used as bedding under pipe for slopes less than 8%. Drain rock shall be 100% crushed and shall conform to the following grading:

1 1/2"	1"	1/2"	#4
100	95-100	0-30	0-4

Pipe bedding and trench backfill shall be free of asphaltic material.

Pipe bedding for slopes less than or equal to 8% shall have a minimum sand equivalent value of 30 and shall conform to the following grades:

1"	3/4"	3/8"	#4	#200
100	90-100	65-100	30-100	0-15

Pipe bedding for slopes greater than 8% shall have a minimum sand equivalent value of 30 and shall conform to the following grades:

1"	3/4"	3/8"	#4	#30	#200
100	90-100	65-100	30-100	10-100	0-15

Trench backfill shall be aggregate base.

Aggregate base shall conform to the requirements of Section 26 of these Special Provisions. Asphalt concrete shall conform to the requirements of Section 39 of these Special Provisions.

Compaction Requirements:

Drain rock shall be consolidated with a surface vibrator.

Pipe bedding material used to grade the trench shall be consolidated with a surface vibrator when it is placed over drain rock or when depth is greater than 6 inches.

Trench backfill shall be compacted to 90% relative compaction prior to placing base rock or subgrade material over the trench. Backfill will be compacted using an equipment mounted head shaker.

Daily compaction tests will be provided by the Contractor at approximately every 200 feet and every 3rd service. Exact locations will be determined by the project Inspector. Testing shall be performed by a certified lab.

Sand Slurry Cement Backfill:

Sand slurry cement shall be used for all trench backfill in accordance with Sonoma County Standards. Sand slurry cement shall be in accordance with County of Sonoma Department of Transportation and Public Works Drawing No. 219B. Only County approved sand slurry cement suppliers shall be used, without exception.

Permanent pavement may be placed directly upon the sand slurry cement as soon as it has consolidated for the surface to withstand the process of paving without displacement. The surface of the sand slurry cement shall be firm and unyielding. Any visible movement vertically or horizontally of the control density fill under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the sand slurry cement does not meet this requirement. The Contractor shall provide trench plates to allow traffic flow for all locations until the sand slurry cement is ready to be paved.

99-1.10 Laying and Handling Pipe Materials:

Proper implements, tools and facilities satisfactory to the District shall be provided and used by the Contractor for safe, convenient and workmanlike prosecution of the work and per AWWA M55 for HDPE.

All pipe fittings and valves shall be carefully lowered into the trench in such a manner as to prevent damage to pipe coatings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench. Before lowering and while suspended, the pipe shall be inspected for defects. Any defective, damaged or unsound pipe shall be rejected and sound material furnished. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to pipe.

Whenever it is necessary, either in the vertical or horizontal plane, to avoid obstructions, or when long radius curves are permitted, the amount of deflection shall not exceed the maximum recommended by the pipe manufacturer or that required for satisfactory jointing.

Each length of pipe shall be free of any visible evidence of contamination, dirt and foreign material before it is lowered into its position in the trench, and it shall be kept clean by approved means during and after laying.

All pipe stockpiled on the job shall be stored with the ends covered to prevent the entrance of foreign matter. At times when pipe laying is not in progress, the open ends of any pipe which have been laid shall be closed by mechanical plug or other means approved by the Engineer. Trench water shall not be permitted to enter the pipe. The engineer may reject pipe whose ends are not sealed while stockpiled.

Any DIP and ductile iron fittings shall be installed per AWWA C600, Installation of Ductile Iron Water Mains and their Appurtenances, latest revision and in accordance with the manufacturer's recommendations and shall be wrapped in polyethylene tube per method A in accordance with AWWA C105.

Warning tape shall be installed in mainline trenches per Section 99-1.03 of these Technical Specifications.

99-1.10(A) Laying PVC Pipe:

Individual pieces of pipe, valves and fittings shall be joined by placing the rubber rings on the machined ends of the pipe and pulling the couplings, valves or fittings in accordance with the manufacturer's recommendations. The rings shall be checked to be sure they are in the proper position after the coupling is in place. Care shall be taken to insure proper seating of the rings, and adapters shall be utilized for connections as required by the manufacturer.

Fittings for PVC pipe shall be either the mechanical joint type or the push-on type.

PVC pipe shall be installed per AWWA C900 and the manufacturer's recommendations.

99-1.10(B) Directional Boring:

See Section 100 for Direction Boring requirements.

99-1.11 Grade and Alignment Control:

The Contractor shall utilize the necessary trenching and installation procedure to ensure the pipe is installed straight or on smooth curves, horizontal or vertical, as shown on the plans. Misalignment caused by the trencher or backhoe shall be corrected before pipe is installed to provide specified room for bedding and compacting around the pipe.

High points shall be installed only at the locations shown on the plans. Depth of the pipe shall be increased as necessary and as shown on the plans.

99-1.12 Harnesses:

All tees, bends and plugs shall be provided with restrained joints and/or harnesses as shown on the plans. Harnesses shall be in accordance with the detail on the plans.

Metal harness, tie rods, bolts, rods and clamps shall conform to the applicable portions of Section 75 of the Caltrans Standard Specification latest edition. All buried miscellaneous metal must be stainless steel.

99-1.13 Abandoning Water Main:

Water mains as shown on the plans to be abandoned shall be abandoned in accordance with the detail on the plans and these Special Provisions.

Prior to abandoning a segment of water main, the new water main shall be installed, tested and placed in service and all water services shall be tested and transferred to the new main.

Valve boxes and risers shall be removed within the street or sidewalk structural section and asphalt and/or concrete resurfacing shall be provided. If any portion of a gate valve that is to be abandoned is in the structural section of the street or sidewalk, the valve must be fully removed and the pipe ends abandoned per the detail shown on the plans. Any valves not in the structural section of the street may be abandoned in place in the fully closed position.

For flanged or mechanical joint tees, remove the valve and install a blind flange or mechanical joint plug under District inspection.

For push on tees, the tee, valve and concrete thrust block must be removed and the main repaired with approved pipe and suitable couplings.

99-1.14 Leaded Joint Removal:

Leaded joints encountered within the limits of excavations shall be removed by the Contractor as directed by the Engineer. The Contractor shall remove the joints by cutting out the section of pipe containing the exposed joint to a minimum of two feet beyond the walls of the crossing trench and installing new pipe in accordance with these Special Provisions. The new section of pipe shall be secured with approved mechanical joint fittings.

99-1.15 Hydrostatic Test:

The Contractor shall subject the newly installed pipe and appurtenances to a hydrostatic test and a leakage test. The hydrostatic test procedure will vary depending on the mainline piping material. The service lateral material shall not be considered when determining which hydrostatic test procedure to use. Short lengths of other mainline materials that would otherwise require a different test procedure may be included in the segment being tested with the prior approval of the District.

The test shall be performed after the line has been laid and all backfill placed and compacted as specified elsewhere in these specifications, but prior to placing any permanent surfacing. The Contractor, at his option, may test the line at any time during construction. However, the final test for acceptance shall be made only after all backfill is in place.

Pressure testing against valves is not allowed unless authorized by the District.

Valves on existing pipes in service shall be operated only by District forces.

Each section of pipe shall be slowly filled with water from a fire hydrant as specified by the District, and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The fire hydrant location, withdrawal rate, metering device and backflow prevention device necessary will be subject to District approval. The pump, pipe connection, all necessary apparatus, gauges and measuring devices shall be furnished by the Contractor. The Contractor shall make the taps into the pipe and shall furnish all necessary assistance for conducting the tests. Before applying the test pressure, all air shall be expelled from the pipe. To accomplish

this, taps shall be made, if necessary, at the points of the highest elevation, and afterward tightly plugged.

The pipe shall be filled with water for a minimum of 24 hours before the pipe is tested. Care shall be taken in filling and testing the new pipe to prevent damage due to water hammer caused by entrapped air. All air shall be expelled from the pipe line prior to testing. In no case shall the filling rate exceed the following:

<u>Pipe Size</u>	<u>Maximum Filling Rate (Gravity and Pressure Pipe)</u>
4-inch and less	25 gpm
6-inch	60 gpm
8-inch	90 gpm

Suitable means shall be provided by the Contractor so that the District can determine the quantity of water leakage under the test pressure.

Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled. The Engineer shall designate the time at which the tests shall be made.

No pipe installation will be accepted until all leakage is stopped. The Contractor shall at this own expense, locate the cause and repair any leakage. The Contractor shall repair any obvious leaks even though the hydrostatic test results are within the prescribed limits above.

Upon completion of the tests, the test water shall be carefully disposed of by the Contractor in a manner satisfactory to the District. The Contractor shall assume full responsibility for any property or personal damage incurred during the test operation or from disposal of test water.

99-1.16 Testing Ductile Iron and PVC Pipe:

Testing of all DIP and PVC pipe shall conform to the following:

- A. Each valved section of pipe, or combined sections, as approved by the District, shall be subjected to a hydrostatic pressure of not less than 200 psi for 15 minutes, then a leakage test at 150 psi for 30 minutes for a total duration of 45 minutes.
- B. Temporary blow-offs shown on the plans shall be installed per the detail on the plans, with restrained joints and harness when required, as directed by the Engineer, and in accordance with these Special Provisions.

Angle meter ball valve shall be in accordance with Section 99-1.04(D) Ball Angle Meter Stop.

99-1.17 Cleaning and Flushing New Water Mains:

The Contractor shall clean and flush water mains in the following manner:

The Contractor shall insert an appropriately sized flexible polyurethane foam "swab" (density: 2# per cu. ft.) complete with polyurethane drive seal, into the beginning section of pipe. The "swab" shall remain there until the remainder of the pipeline is completed.

Cleaning and flushing shall be accomplished by propelling the "swab" down the pipeline to the exit point with potable water. Flushing shall continue until the water is completely clear. The flushing water shall be carefully disposed of by the Contractor in a manner satisfactory to the District. The approval of the District does not relieve the Contractor of the responsibility of adhering to all applicable laws regarding proper disposal of excess water. The Contractor shall assume full

responsibility for any property or personal damage incurred during the flushing operation or from disposal of the water.

After swabbing, proper disinfectant procedures shall be used per the “Chlorination of Water Main” section of these Special Provisions.

99-1.18 Chlorination of Water Main:

The Contractor shall disinfect all new water mains and repaired portions of, or extensions to existing mains in accordance with the AWWA Specifications C651.

Chlorine may be applied by any of the standard methods, subject to the approval of the Engineer. The point of application of the chlorination agent shall be at the beginning of the pipe extension, or any valved section of it, and through a corporation stop inserted in the newly laid pipe.

Water from the existing distribution system shall be controlled to flow very slowly in the newly laid pipe during the application of chlorine. Precautions shall be taken to prevent back pressure causing a reversal of flow into the pipe being treated. In the process of chlorinating, all valves and other appurtenances on the new pipe shall be operated in such a way as to provide that the chlorine mixture shall be fully distributed to all parts of the new water system. Valves on existing pipes in service shall be operated only by District forces.

The Contractor shall make all necessary arrangements to procure and supply all water for chlorination purposes. Following chlorination for the prescribed period, mains shall be flushed and water samples shall be collected and tested for bacteria by an approved laboratory.

The Contractor shall take bacteria test samples and a representative of the District or mutually agreed-upon party shall deliver the bacteria test samples to a California CDPH certified laboratory in Santa Rosa.

Should the initial treatment, in the opinion of the Engineer, prove ineffective, the chlorination procedure shall be repeated until confirmed tests show that the water sampled from the newly laid pipe conforms to the above requirements. The cost for chlorination, flushing, rechlorination and additional laboratory tests are the responsibility of the Contractor.

Bacteria tests are valid for 30 days. If there is more than a 30 day lapse between a bacteria test and the applicable tie-in, the bacteria test must be repeated prior to performing the tie-in.

Chlorinated water used to disinfect the pipe is the property of the Contractor and its disposal is the responsibility of the Contractor. Chlorinated water used to disinfect the pipe shall be disposed of in accordance with all applicable laws and regulations.

Upon completion of the tests, the test water shall be carefully disposed of by the Contractor in a manner satisfactory to the District. The approval of the District does not relieve the Contractor of the responsibility of adhering to all applicable laws regarding proper disposal of excess water. The Contractor shall assume full responsibility for any property or personal damage incurred during the test operation or from disposal of test water.

The Contractor shall furnish and install the necessary corporation cocks and appurtenances that may be required to accomplish adequate disinfection.

99-1.19 Water Main Connection Work:

Upon completion of construction, final connection will be made by the Contractor under inspection by the District. Contractor shall sequence construction of water main sections and connections so as to minimize the duration of main shutdowns and inconvenience to customers.

The Contractor shall notify the District and the Engineer 3 working days prior to individual mainline shutdowns required to facilitate a tie-in. Tie-ins will not be scheduled until a written passing bacteria test has been received by the Engineer and all other components of the new main construction have been completed and tested. The contractor shall provide notification to customers 2 working days in advance of main shutdown. Shutdowns shall be subject to the approval of the District and shall be administered by the District. All shutdowns and valve turning operations shall be performed by District personnel only. The Engineer must be present during all tie-in operations. No tie-ins shall be performed without prior authorization of the Engineer.

Contractors or parties who fail to keep field appointments shall be billed for scheduled District staff waiting or standby time which was used and the Contractor shall bear the costs incurred by the District for notification of its customers for the subsequent appointment.

Shut downs required for connections to the existing system shall be conducted during normal working hours during a normal work day and shall be limited in duration to 6 hours. After 6 hours the District may, if the District deems necessary, start installing temporary service for affected customers. The Contractor shall reimburse the District for the expenses incurred to provide temporary service.

During the work, the Contractor shall exercise all necessary precautions to prevent the entrance of trench water or any other foreign material into the water main and shall conduct all operations in accordance with the most stringent sanitation practices.

Contractor shall disinfect tie-ins by swabbing pipes and fittings with chlorine immediately prior to installing them according to AWWA Specification C651 Disinfecting Water Mains Section 4.6. Bacteriological samples shall be taken by the Contractor in accordance with Section 4.75 of the abovementioned Specification as if the tie-in was a repair.

Tie-in or cut-in tee connections to cast iron, HDPE, PVC, or ductile iron pipes shall be made with mechanical joint solid sleeves. Flexible connections shall only be used when connecting to asbestos cement pipe.

Pipe and fittings furnished for tie-ins shall be no smaller than the existing water main to which each tie-in is made.

99-1.20 Water Main Component Reporting:

The Contractor shall submit the material type, manufacturer and model number of all water system components to the District prior to final testing.

99-2 – Polyethylene Pipe

99-2.01 General.

All potable water polyethylene pipe supplied under this Specification shall be High Density Polyethylene Pipe (HDPE) PE 4710 conforming to the latest edition of ANSI/AWWA C901, or ANSI/AWWA C906 and ANSI/NSF Standard 61. Resin used in the extrusion of water polyethylene pipe shall conform to the latest addition of the ASTM D 3350 Cell classification 445584E with the additional specifications stated herein.

1. All pipe shall be extruded from Dow 2490 blue resin or approved equal for water pipe.
2. PENT test values of 2000 hours min.
3. All pipe shall be made of virgin quality material and be homogeneous throughout and free of visible cracks, holes, foreign inclusions, blisters, dents, and other injurious defects. No reworked material shall be allowed.
4. Minimum pipe wall thickness shall be SDR 9 for pipe 3/4” to 2” in diameter and SDR 11 for pipe 4” through 8” in diameter. Pipe 1-1/4” IPS and 2” IPS shall be supplied in coils. The coils shall be furnished in either 500 or 1000 foot lengths specified at the time of order. Pipe 4” IPS through 8” IPS shall be supplied in 40 foot or longer straight lengths. Straight lengths shall consist of a single length of pipe without couplings or any intermediate joints.
5. Polyethylene pipe shall be no older than 6 months from the date of manufacture to the date of shipment to District. All pipe shall be packaged in standard commercial coils or bundles that provide protection from shipping injuries, and shipped with end caps.
6. Pipe markings shall be in a color that contrasts with that of pipe and spaced at intervals not exceeding 2 feet. All required markings shall be legible and so applied as to remain legible under normal handling and installation practices. These markings shall consist of the word Water, ANSI/AWWA C901 or C906, the designation ASTM D 3350, Cell Classification 445584E, the manufacturer’s name or trademark, the nominal pipe IPS size, OD, SDR number, the type of material PE 4710, the month and year of manufacture, and identification of resin supplier.
7. The pipe shall be stored during the construction in the areas protected from the direct sunlight or by Contractor provided UV resistant cover.
8. Pipe dimensions and tolerances:

The outside diameter and wall thickness shall be within the limits specified in Table 1.

Table 1: Dimensional Standards for IPS 4710 High Density Polyethylene Pipe

Nominal IPS Size	Average Outside Diameter (inches)	Minimum Wall Thickness (inches)	Standard Dimension Ratio (SDR) (unitless)
1-1/4" IPS	1.660	0.184	9
2" IPS	2.375	0.264	9
4" IPS	4.500	0.409	11
6" IPS	6.625	0.602	11
8" IPS	8.625	0.784	11

Approved Manufacturers: CP CHEM Performance Pipe or Poly Pipe Industries, or approved equal PPI members.

99-2.02 Appurtenances

A. Polyethylene PE Fittings

All potable water polyethylene fittings supplied under this Specification shall be high density PE 4710 polyethylene manufactured by the injection molding process, pressure class 200 or greater, and conform to the latest edition of ANSI/AWWA C901, C906 and ANSI/NSF Standard 61. Resin used in the molding shall conform to the latest addition of the ASTM D 3350 Cell classification 445584E (HDPE 4710) with the specifications stated herein.

1. All fittings shall be molded and have the AWWA specification stamp embedment or permanent line print
2. All fittings shall be made of virgin quality material and be homogeneous throughout and free of visible cracks, holes, foreign inclusions, blisters, dents, and other injurious defects. No reworked material shall be allowed.
3. Minimum pipe wall thickness for butt outlets shall be SDR 9 for fittings 1-1/4" through 3" in diameter and SDR 11 for fittings 4" through 8" in diameter.

4. Polyethylene fittings shall be no older than 6 months from the date of manufacture to the date of shipment to District. All fittings shall be packaged in standard commercial cardboard boxes that provide protection from shipping injuries.

Approved Manufacturers: CP CHEM Performance Pipe, Poly Pipe Industries, Georg Fischer (Central), or approved equal PPI members.

B. Main Tapping Hardware

All hardware must be ANSI/NSF 61 listed.

Tapping Sleeves

CIP/DIP/PVC: Tapping sleeve shall be Mueller H-615

ACP: Tapping sleeve shall be Mueller H-619

CCP: Tapping sleeve shall be Smith-Blair or JCM 415

HDPE: Saddle shall be HDPE 4710, class 200 electrofusion branch saddle (IPS to IPS), NSF 61 listed and meet or exceed applicable ANSI/AWWA requirements manufactured by Georg Fisher (Central) or approved equal. The fittings shall be provided with bottom underclamps or loading tool as specified by manufacturer's installation procedure.

C. Electrofusion Couplings

Electrofusion couplings shall be Georg Fisher Plastics (Central), Frialen®, Plasson, or approved equal HDPE 4710, IPS DR 11 (4" through 16") and DR 9 (1-1/4" and 2"), Class 200 or greater, and ANSI/NSF 61 listed. HDPE pipe to HDPE pipe shall be joined by butt or electro fusion.

D. Mechanical Joining Hardware

All hardware must be ANSI/NSF 61 listed.

Mechanical Joint (MJ) HDPE Adapter Kit (HDPE to PVC or DIP)

Mechanical Joint (MJ) adapter kit shall be pressure class 200 or greater, designed for fusion to HDPE pipe and mechanical connection to DIP or PVC pipe (stiffener is required for PVC pipe). Glands, material assembly and bolting shall be in accordance with ANSI A21.11 (AWWA C111); full face rubber gasket shall be included in the kit.

The MJ adapter connection shall provide a fully self-restrained joint and shall not require additional restraint.

Mechanical Couplings

All mechanical couplings (parts) shall be NSF 61 listed and pressure class 200 or greater and in accordance with ANSI/AWWA C153/A21.53:

Mechanical couplings for joining HDPE to ACP shall meet the following minimum requirements:

Sleeve:	Ductile Iron ASTM A-536. Ends have smooth inside taper for uniform gasket seating.
Gaskets:	Nitrile (Buna N).
Follower Flanges:	Ductile Iron ASTM A-536; designed for high strength/weight ratio. Thickness determined by coupling size.
Bolts & Nuts:	304 Stainless.
Finish:	Asphaltic or fusion bonded epoxy coating in accordance with AWWA C213.

Mechanical couplings shall be Smith-Blair 441 - 442 OMNI Series or 461-462 Quantum Series couplings or approval equal. Stiffener inserts are required in the bores of the HDPE and ACP pipes.

Mechanical coupling for joining HDPE to CIP shall be Smith Blair Maxi-Grip EZ-W restraint coupling designed for joining HDPE and CIP (cast iron pipe). A stiffener insert is required in the bore of the HDPE pipe.

HDPE to PVC - Mechanical Compression Coupling with restraint – PE shall be restrained by electrofusion flex restraints; PVC pipe restrained using a tapered gripping ring. Stiffener inserts in the pipe bore are required for both HDPE and PVC pipes.

Stiffener

The stiffeners must be stainless steel and sized to encompass the entire bearing length of the restraint devices and shall be engineered to prevent movement causing fitting to slide or rotate.

Joint Restraints

All joint restraints shall be EBAA IRON 2000PV series for PVC pipe and EBAA IRON MEGALUG 1100 series for ductile iron pipe, or approved equal.

HDPE to Flange Connection

HDPE flange adapter shall be pressure class 200 or greater and used to join HDPE pipe to an existing flange or gate valve.

A backup ring for flange adapter shall be pressure class 200 or greater and stainless.
Bolts & Nuts: 304 stainless.

Gasket: Garlock Blue-Gard 3000 gasket, blue, nitrile rubber, full face gasket designed to be used with potable water, NSF Standard 61 compliant.

Flexible Restraint Devices

Electrofusible HDPE pipe flex restraint device, encased in concrete, shall be attached to HDPE pipe near all transition connections to prevent pull out of HDPE pipe and/or movement of existing pipe. Flex restraint device shall be ISCO Central Plastics/George Fisher, or approved equal, designed for installation after a pipe is in place, and be rated at min. 7000 lbs. of force per fitting. Resin used to make this fitting shall meet the requirements of ASTM 3350 with a cell classification of 345464C.

The electrofusible HDPE pipe flex restraints shall be installed in accordance with manufacturer's recommendations. Approximate Poisson effect pull force (lb.), calculated per AWWA M55 manual, for selected sizes of ANSI/AWWA C901 and C906 pipe operated at full rated pressure plus maximum allowable occasional surge pressure.

The valve tie-back detail Thrust Block Table shall be used to size concrete encasement.

E. Service Hardware and Appurtenances

All hardware must be ANSI/NSF 61 listed

Saddles

HDPE 4710 main/HDPE 4710 services: Service Saddle shall be electrofusion IPS, HDPE 4710, Class 200 Central Electrofusion Branch Saddle manufactured by Georg Fisher Plastics or Frialen Electrofusion Branch Saddle manufactured by Friatec Water Inc. The fitting shall be NSF Standard 61 listed and meet or exceed ANSI/AWWA applicable requirements. Pneumatic top-loading tool is required for proper installation. All saddles shall be installed outside of the trench to ensure proper cleanliness of pipe material prior to electrofusion.

HDPE 4710 main/copper services: Service Saddle shall be Frialen VA Service Saddle manufactured by Friatec Gas Water Inc. or Central Electrofusion Transition Saddle manufactured by Georg Fisher Plastics, IPS, HDPE 4710, Class 200 with brass 360 Alloy outlet Stainless 304 compression ring. The fitting shall be NSF Standard 61 listed and meet or exceed ANSI/AWWA applicable requirements. Pneumatic top-loading tool is required for proper installation. The fittings' outlets are designed for AWWA straight iron pipe thread.

HDPE/Copper Service Transition

Transition Fitting

This transition fitting shall be 1-1/4" IPS by 1" CTS or 2" IPS x 2" CTS straight and incorporate minimum 60" long straight copper pipe type K meeting ASTM B88 standard for copper tubing for potable water and minimum 18" long High Density Polyethylene Pipe (HDPE) PE 4710 SDR 9 conforming to the latest edition of ANSI/AWWA C901, C906 and ANSI/NSF Standard 61.

The HDPE portion of the transition fitting shall have legible marking indicating word Water, type of material HDPE 4710, cell classification 445584C or 445574 E, ANSI/AWWA C901, C906, the manufacturer's name or trademark, IPS size, OD, SDR, resin supplier identification, and year of manufacture.

The transition fitting shall be pull-out resistant (Class 1 rating).

Ball Valve for HDPE service

Ball valve shall be 2" IPS DR 9 HDPE 4710 full port ball valve with minimum pressure rating 200 psig manufactured by Georg Fisher Plastics or approved equal.

Shell Cutter

Shell cutter shall be:

Mueller Co or approved equal for tapping HDPE 4710 pipe.

Mueller Co, Pipeline Products, or approved equal for C-900 PVC and DIP pipe.

Shell cutters shall be tungsten carbide tipped, designed for an easy fit through valves, and shall have large slots for debris removal. "Drill-bit" type cutters shall not be used.

Material Inspection

District reserves the right to inspect each order upon delivery and, at the option of District, reject any items not meeting this Specification.

99-2.03 Equipment

All polyethylene water pipe joining equipment to be used shall be certified by the District to be in good working condition and suitable for the intended purpose prior to being brought on site. Any equipment without a District issued certification tag shall be removed from the site.

The Contractor shall have all equipment necessary to install the pipe and appurtenances referred to in the Plans and Specifications, including but not limited to:

A. Pipe Trailer

Contractor shall provide a trailer capable of transporting 40' or longer lengths of polyethylene pipe without damaging pipe.

B. Pipe Support Stands

Pipe support stands shall be utilized to support pipe during fusion joining, directional boring pull in, and while lowering of the pipe into the trench. Pipe support stands shall not be spaced greater than 15' apart for directional boring pull in. Pipe shall be supported with stands at all times and not placed on pavement to avoid scratching the pipe surface.

Additionally, manufactured pipe support stands outfitted with rollers shall be used at the pavement or plate edge where pipe is pulled into the trench/bore hole to avoid scratching of the pipe.

C. Pipe Cutter

Pipe cutter shall be guillotine style cutter outfitted with a ratchet drive or power driven designed to cut high density polyethylene pipe. No other cutting tools will be allowed to use.

D. Butt Fusion Machine

Contractor shall provide McElroy or approved equal butt fusion machine(s) capable of fusing 3/4" through 8" polyethylene pipe with the following features:

1. Butt Fusion Machine. Machine shall be the hydraulic fusion machine with built-in hydraulic pipe lift to assist with the pipe handling and incorporating centerline guidance system and DataLogger™ compatible, and capable of butt fusion of most fittings without special holders or removal of jaw.
2. Facer. Pipe facer that attaches to the butt fusion machine. Facer shall have sharp properly aligned blades.
3. Heating Iron. Electrically powered and microprocessor controlled heating iron with unscratched clean Teflon coated faces. Heating iron shall have a thermometer and temperature set screw for calibration.

E. Electro Fusion Machine

The Contractor shall provide a Friatec universal electro fusion control box, capable of storing a minimum of 100 fusion records, pipe alignment clamp, tapping tee alignment clamp, tapping wrench, pipe scraper, and all other tooling specified by the electro fusion machine manufacturer installation procedures.

F. Electric Generator

Contractor shall provide the necessary power supply to meet the power requirements as specified by the manufacturer of the fusion equipment. Generator shall be in new condition and have a minimum rated capacity of 5 kW for 8" and smaller and 10 KW for 10" and larger.

G. Pyrometer

The Contractor shall provide a pyrometer capable of testing the temperature of the heating iron, while at fusion temperature, to an accuracy of 0.5% ($\pm 3^{\circ}\text{F}$). The fusion temperature of the heating iron shall be verified each morning in the presence of the District Inspector. More frequent testing may be required at the discretion of District Inspector.

Note: All equipment must be in good working order and properly maintained during project installation. The District will inspect the preceding items and reject those not in compliance. The District shall have the right to reject any or all equipment judged inadequate to properly fuse polyethylene pipe and its fittings.

99-2.04 Polyethylene Pipe System Installation

General: HDPE shall be installed per AWWA Manual of Practice, M55, PE Pipe- Design and Installation and PPI Polyethylene Piping Systems Field Manual for Municipal Water, ASTM F 2620 and ASTM D 2774.

A. Minimum size of new main

The minimum size of new HDPE water main shall be 2", SDR 9.

B. Minimum/Maximum Cover

Water mains shall be installed with cover over the pipe, as measured vertically from the top of pipe to the top of pavement, as shown on the plans.

C. Location

1. Water mains shall be located as shown on the plans.
2. Water services shall be installed perpendicular from the water main in the shortest straight line to the water meter. Where possible, water meters and services shall be installed 5' minimum from trees, edge of driveway, and the sanitary sewer house lateral.

D. Handling of Polyethylene Pipe

Extreme care must be exercised when moving plastic pipe, support stands and rollers shall be used when fusing and lowering pipe into the trench or bore hole. POLYETHYLENE PIPE SHALL NOT BE DRAGGED ON THE GROUND OR ON PAVED SURFACES. Support stands/rollers must be used at all times that pipe is above paved surfaces/ground level including during directional boring pull-in.

E. Pipe Scratches or Cuts

Pipe that has scratches, notches, cuts or any other abrasions that exceed 10% of the pipe wall thickness shall be disposed of. The Contractor shall use pipe stands, rollers, spooling devices, or other means to avoid damaging the pipe during installation. Observe pipe during installation for scratches, gouges or other defects. If defects are present, remove and discard defective section of pipe. The District Inspector must be notified of all defects and subsequent repairs.

F. Minimum Bending Radius

The minimum bend radius for polyethylene water pipe SDR 9 is twenty (20) times and for SDR 11 is twenty five (25) times the outer pipe diameter. If fusions, fitting, or flange are present or to be installed in the bend, the minimum bend radius shall be one hundred (100) times the outer pipe diameter.

G. Snaking Pipe

Polyethylene pipe shall be installed in the trench by "snaking" method and additional pipe length shall be allowed for the possible thermal contraction of the pipe.

H. Maximum Pull Force

A commercially available weak link approved by the Engineer shall be used, in accordance with manufacturer's recommendations, between the puller and the pipe. The maximum pull force for PE

4710 HDPE shall be less than the manufacturers recommendations for the particular diameter of pipe used.

I. Butt Fusions

1. All butt fusions must be performed by a qualified person that has been fully trained in butt fusion of HDPE pipes. Contractor's supervisor shall be available during all pipe fusions to insure that all required procedures are adhered to and to certify the quality of each joint. Fusion certified Contract employees found to not be following manufacturer's guidelines will not be allowed to perform fusions for the remaining duration of the contract.
2. Pipe fusion shall be conducted in accordance with the manufacturer's recommended fusion procedure and in compliance ASTM F2620 and PPI Technical Report TR-33. Ambient temperature shall be between 55° F and 85° F prior to pipe fusion; otherwise pipe shall be protected from direct sunlight and cooled down until the ambient temperature falls within the above temperature range.
3. Fusion joints shall be allowed to cool for the times recommended by the pipe manufacturer prior to any movement of the fused joint.

J. Inspection

1. The District will have a qualified Inspector at the job site. The Inspector has the right to reject any fusions not meeting District requirements. The Contractor shall replace all fusions not meeting District requirements at its own expense.
2. The Contractor shall designate a polyethylene qualified supervisor who will be present on site to observe pipe fuser(s).
3. At the District's discretion the Contractor will remove fusion(s) and supply it to the District for testing to insure quality control.
4. Records of all electro and butt fusions shall be provided to the District on a weekly basis.
5. Any failure recorded by the fusion equipment must be immediately brought to the attention of District's Inspector to avoid the District requiring the contractor to remove fusions to the last recorded acceptable fusion.
6. The fusion number corresponding to each joint shall be written on the pipe at the fusion location with an indelible marker.
7. Fusion number shall be noted on the Contractor's record drawing at the exact location of the fusion.
8. The District's Inspector will observe plastic fusions and reject all connections that are deficient. The contractor will replace all fusions failing non-destructive testing at his expense.

K. Sealing Installed Piping

Contractor shall seal open piping with butt fusion end caps or with an approved manufacturer end cap at the end of each workday. No open pipe ends will be allowed at the end of the day.

99-2.05 Polyethylene Pipe Fusion Qualification Requirements

NON-QUALIFIED CONTRACTOR EMPLOYEES SHALL NOT BE ALLOWED TO PERFORM POLYETHYLENE JOINING.

A. General Conditions

The Contractor shall have qualified persons to perform the polyethylene pipe joining in accordance with manufacturer's recommendations and ASTM F2620 and PPI TR-33.

B. Qualification Testing

The District may test the person(s) intending to fuse polyethylene pipe for the purpose of Qualifying that person(s) to fuse on District piping. Said person(s) will be deemed the Qualified Fuser(s) and shall be the only person(s) performing fusions on the job site. Qualification testing is required for all Contractor employees that will be performing polyethylene pipe fusions. The Contractor will perform the qualification testing using his own equipment and materials, including but not limited the equipment to be used in the field (generator, fusion machines, scrapers, etc.) The Contractor will schedule fusion testing two weeks prior to the start of Work. Notify District Inspector for scheduling.

C. Inspection

The Contractor shall provide a supervisor that will be responsible for inspecting all fusions performed. The District may test and qualify this supervisor. Said supervisor must be present on job site when fusions are being performed to inspect, guide, advise and correct their own qualified fusers on site.

D. Equipment

All equipment used for fusing HDPE mains shall be certified prior to use. Tags will be issued for this equipment and shall be attached to equipment for the duration of the contract. Replacement or substitute equipment will not be allowed on the jobsite until verification certification by Project Inspector.

E. Fusion Certification Revocation

Fusion certified Contract employees found to not be following manufacturer's guidelines or performing fusions with inadequate/defective equipment will not be allowed to perform fusions for the remaining duration of the contract.

TESTING AND INSPECTION

The Engineer or Inspector shall have access to the Work at all times whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. If the Specifications, the Engineer's instructions, law, ordinances, or any other public authority require any work to be specially tested or approved, the Contractor shall give the Engineer 24 hours' notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, the Contractor shall make special arrangements for the outside authority to make its inspection. Inspections by the Engineer will be promptly made.

Work covered up without approval or consent of the Engineer, shall, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense if the Work is not in conformance with the Plans and Specifications.

Authorized Inspectors will be considered to be the representatives of the District limited to the duties and powers entrusted to them. It will be the Inspectors' duty to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under the instructions of the Engineer and to report any and all deviations from the Drawings, Specifications and other Contract provisions which may come to their notice.

An Inspector will order the Work entrusted to his/her supervision stopped if in his opinion such action becomes necessary. The Engineer will be notified and will determine if the Work is proceeding in due fulfillment of all Contract requirements. All pipe and accessories shall be laid, jointed and tested under pressure for defects and leakage in a manner specified, in the presence of and as approved by the Engineer.

A. Connection to Existing Main

The District assumes no responsibility for the water tightness of existing valves. If necessary, the Contractor must work with District to accomplish water tightness of existing valves. All costs and expenses for obtaining water tightness shall be included in the bid price for various bid items and no special compensation shall be allowed.

Service interruption on existing mains impacted by the shutdown shall be coordinated with the Engineer who will specify time and duration of the interruption. The Contractor shall notify all affected users in writing at least 48 hours in advance of service interruption. The Contractor shall notify the District at least 5-days in advance to schedule valve closings for service interruptions. Manipulation of existing valves will only be done by or under the direction of District personnel.

B. Hydrostatic Pressure and Leak Testing

Leak tests of HDPE water system shall be conducted in accordance with ASTM F2164. The pipeline should be slowly filled with potable water and all trapped air bled off. The main should undergo a hydrostatic pressure test using pressure at the lowest elevation in the system at 200 psi. The pressure shall be maintained constant for 4-hour period by adding makeup water. After 4-hour period is completed, the pressure shall remain steady within 5% (7.5 psi) of a target 200 psi test pressure for one hour.

The total test time should not exceed 8 hours. If the pipeline has to be retested – the pipe must be depressurized and allowed to “relax” for at least 8 hours before the next testing sequence.

In fused polyethylene water piping system no leakage shall be present. If leakage is observed at a fusion joint, complete rupture may be imminent. The Contractor shall move all personnel away from the joint and depressurize the main. Leaks, failure or defective construction shall be promptly repaired by the Contractor at the Contractor’s sole expense.

Payment for pressure and leakage testing shall be considered included in the price paid per linear foot for water main installation.

99-3.01 Payment:

Water Main (Open Trench) will be paid for at the contract price per **linear foot** for the specified sizes, types and materials, (as determined by measuring the total horizontal length of pipe installed and including tie-ins), which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved, including, as specified herein:

- initial and final sawcutting,
- excavation,
- pipe material and pipe installation,
- fusing of pipe,
- pipe roping under structures,
- furnishing and placing backfill,
- compaction testing,
- temporary asphalt trench paving
- hydrostatic testing of the water main and appurtenances,
- cleaning and flushing the water mains,
- chlorination of pipe line and appurtenances,
- purging water main prior to bacteria sampling,
- furnishing and installing tracer wire and buried warning tape,
- furnishing and installing fittings, stiffeners, flanged connections, saddles and reducers, including but not limited to: bends, tees, crosses, tapped tees and tapped caps,
- cutting, handling, and disposal of existing asbestos cement pipe,
- thrust blocking and/or restrained joints,
- flexible expansion joints,
- disposal of all chlorinated water,
- disposal of trench water,
- water main component reporting,
- construction water and all work involved in its obtainment, development and distribution,
- swabbing the line,
- compliance with the applicable sections of the County Encroachment Permit

and any other work required for constructing water mains not specifically enumerated on the plans or in these specifications and no additional allowance will be made therefor.

Water Main (Directional Bored) will be paid for at the contract price per **linear foot** for the specified sizes, types and materials, (as determined by measuring the total horizontal length of pipe installed and including tie-ins), which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved, including, as specified herein:

- initial and final sawcutting,
- excavation,
- directional boring,
- pipe material and pipe installation,
- fusing of pipe,
- hydrostatic testing of the water main and appurtenances,
- cleaning and flushing the water mains,
- chlorination of pipe line and appurtenances,
- purging water main prior to bacteria sampling,
- furnishing and installing tracer wire and buried warning tape,
- furnishing and installing fittings, stiffeners, flanged connections, saddles and reducers, including but not limited to: bends, tees, crosses, tapped tees and tapped caps,
- cutting, handling, and disposal of existing asbestos cement pipe,
- thrust blocking and/or restrained joints,
- flexible expansion joints,
- disposal of all chlorinated water,
- disposal of trench water,
- water main component reporting,
- construction water and all work involved in its obtainment, development and distribution,
- swabbing the line,
- compliance with the applicable sections of the County Encroachment Permit

and any other work required for constructing water mains not specifically enumerated on the plans or in these specifications and no additional allowance will be made therefor.

Gate Valves will be paid for at the contract price **each** for the specified sizes, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved, including, as specified herein:

- excavation,
- backfilling,
- furnish and install valve,
- valve boxes,
- valve box installation,
- valve boxes raised to grade,

and any other work required for installing gate valves not specifically enumerated in the plans or specifications, and no additional compensation will be made therefor.

Temporary Blow-off will be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and any other work required for installing and removing temporary blow-off not specifically enumerated in the plans or specifications, and no additional compensation will be made therefor.

Abandon Water Main and Appurtenances will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in abandoning the water main and service including, as specified herein:

- removing associated valves, valve boxes, tees, risers, thrust blocks, (valve removal only required if extends into street structural section),
- abandoning, removing and/or disposing of old meter boxes (as required),
- preserving, removing and delivering old meters to District corporation yard,
- restoration/reconstruction of landscaping/irrigation,
- replacing any disturbed landscaping in kind,
- abandoning existing service,
- abandoning temporary 2-in HDPE water main,
- installing blind flange on existing tee where indicated on the plans,
- cutting, plugging and capping existing water main, laterals or services,

and any other work required for abandoning water main and services not specifically enumerated in the plans or specifications, and no additional compensation will be made therefor.

Water Main Tie-In will be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved, including, as specified herein:

- initial and final sawcutting,
- excavation,
- backfilling,
- installation of fittings and mechanical joint restraints,
- cut-in tees (where shown),
- thrust blocks,
- removal of temporary blow-offs, temporary restrained caps or plugs required to facilitate tie-in operations,
- resurfacing,

and any other work required for water main tie-ins not specifically enumerated in the plans or specifications, and no additional compensation will be made therefor.

Work under water main tie-ins excludes that portion of pipe paid for under water pipe.

Trench Bracing and Shoring will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, the removal and disposal of all material required to accomplish the work and any other work involved in trench

bracing and shoring not specifically enumerated in the Plans or Specifications, and no additional compensation will be made therefor. Progress payments will be based on the percentage of trench requiring shoring and bracing that has been backfilled, as determined by the Engineer.

The adjustment provisions in Section 4-1.05 "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of trench shoring and bracing. Adjustments in compensation for trench shoring and bracing will be made only for increased or decreased trench shoring and bracing required by changes ordered by the Engineer, and will be made on the basis of the cost of the increased or decreased trench shoring and bracing necessary.

100 - DIRECTIONAL BORING

100-1.01 Drilling Plan:

Prior to commencing directional drilling operations, the Contractor shall submit to the Engineer details of equipment and detailed working drawings describing the proposed method of construction and the sequence of operations to be performed. The plan shall include the proposed directional drilling procedures, noise reduction program, boring and receiving pit preparation and restoration, directional drilling equipment, directional control methods, pipe assembly equipment, sequence of operations, drilling mud type, handling and disposal of drilling mud and spoils, contingency plan, work site layout and traffic control. The plan shall also indicate the rig pulling capacity, torque, and mud pumping capabilities. Included shall be a description of the methods and precautions the Contractor proposes to use to prevent exceeding the pipe manufacturer's approved safe yield tensile strength during pullback and precautions to prevent drilling fluid returns. Sufficient material shall be submitted to show compliance with the Contract Documents and to show that articles proposed for use in the work are acceptable.

In addition, the Contractor shall submit a schedule for the work which shall include potholing, drill rig mobilization and set-up, pilot hole and main drilling, pipe pulling, pipe testing, restoration of disturbed areas, and demobilization.

100-1.02 Inspection:

The Contractor will at all times provide and maintain instrumentation which will accurately locate the pilot hole and measure drilling fluid flow discharge rate and pressure. The Engineer will have access to these instruments and readings at all times.

100-1.03 High Density Polyethylene Pipe (HDPE):

All water main, sleeves and services installed by directional drilling shall be HDPE within the extents of the directional drilling. HDPE piping system components shall conform to Section 99 of these Special Provisions.

100-1.04 Boring and Receiving Pits Excavation, Backfill and Resurfacing:

Excavation, backfill, and resurfacing of the pits shall conform to the trench detail shown on the plans and these Special Provisions. Bracing and shoring shall be in accordance with Section 99-1.11(B) of these Special Provisions.

Dimension of pits shall be as required for sheeting and bracing and for proper performance of the work.

Boring and receiving pits shall be excavated with minimum length and width dimensions and to the depth necessary for installation of the water main or service tie-ins. The boring and receiving pits shall be kept dry at all times. Where a utility goes through a boring or receiving pit, it shall be adequately supported and protected.

100-1.05 Pipe Installation:

The contractor shall have experience with directional drilling and have proof of previous projects completed or be assisted on site with a competent individual from the manufacturer, or local representative, or dealer of the manufacturer.

No work shall begin on direction drilling until the Drilling Plan has been approved in writing by the Engineer.

Horizontal directional drilling shall consist of drilling a small diameter pilot hole from the entry point to the exit point as illustrated on the plans, followed by an enlarged diameter hole for the insertion of the HDPE pipeline. The exact method and techniques for completing the directionally drilled hole and accomplishing the work shall be determined by the Contractor subject to the requirements of these Specifications.

The drilling shall be performed only with equipment adequate for the length and diameter of the bore.

Contractor's equipment and proposed directional control methods shall be approved prior to beginning the work. The pipeline alignment shall be established, maintained and tracked by a magnetic guidance system or a walk over guidance system.

Pipes shall be joined in accordance with Section 99-2 of these Special Provisions.

Open ends of the installed pipeline string shall be effectively closed or plugged with metal or plastic covers during non-working hours, or as otherwise required to prevent water or soil from entering the pipeline.

A swivel shall be used to connect the pull section of the reaming assembly to minimize torsional stress imposed on the pulled-in pipe. The pull section shall be supported as it proceeds during the pull back so that it moves freely and the pipe is not damaged. The pull section shall be installed in the reamed hole in such a manner that stresses are minimized. Any damage to the pipe shall be the responsibility of the Contractor at his expense. If the pipe is buckled or otherwise damaged, the damaged section(s) shall be removed and replaced by the Contractor at the Contractor's expense.

The entry and exit points shall be accurately located in accordance with the approved drilling plan. Should the achieved exit point location not meet with the required accuracy, the Contractor shall withdraw the pilot stem and adjust the bore trajectory, as required, to relocate the exit point to meet the above accuracy requirements at the Contractor's expense. The bore trajectory shall remain true to the Contractor's Drilling Plan and stay within the specified tolerance limits. If the completed or partially completed drill hole is not in compliance with the Specifications and Drawings, the Contractor shall re-drill the hole at the Contractor's expense.

The Contractor is responsible for the horizontal and vertical alignment of the pilot drill and final installed pipe.

All utilities crossing within 3 feet vertically of the pipe being drilled shall be exposed prior to the start of directional drilling operations. Underground utilities such as electrical, gas, sewer, and water lines may exist near the drill paths.

The work areas have limited space for storage and equipment. The Contractor shall not store any equipment or materials on private property without the consent of the property owner(s).

The Contractor shall establish portable storage tanks of sufficient size in work areas to accommodate the volume of drilling mud anticipated plus a two foot freeboard. The storage tanks shall be maintained and designed by the Contractor to ensure containment and prevent loss of drilling mud. Dispose of all mud, cuttings, and drilling fluid off-site in accordance with Section 100-1.06.

The work area shall be restored to their original or better condition and shall be inspected and approved by the District.

The Contractor shall provide sedimentation control and shall develop a plan using best management practices and have measures in place to prevent storm water or other drainage from moving sediment from the work area.

100-1.06 Drilling Fluid:

Drilling fluids used by the Contractor shall comply with all Federal, State and local environmental regulations. Oil based drilling fluids or fluids containing additives that can contaminate the soils or groundwater are not acceptable.

The Contractor shall accurately and continuously measure the drilling fluid flow rate and pressure. To the extent practical, the Contractor shall maintain a closed loop fluid system.

Disposal of drilling fluids and cuttings shall be the responsibility of the Contractor and shall be conducted in compliance with all pertinent environmental regulations, and permit requirements. Cuttings from drilling operations shall be tested for contamination and disposed of accordingly.

The Contractor shall be responsible for the containment of drilling fluid. The Contractor shall provide storage tank(s) for the drilling fluids and shall be responsible for containing and hauling off fluids and cuttings from the boring and receiving pits and tanks from the job site. No drilling fluids shall be allowed to run out of the tanks. Upon completion of the bored installation the Contractor shall properly dispose of the fluid.

The Contractor shall maximize recirculation of drilling fluid surface returns. The Contractor shall design and construct any necessary cleaning facilities to reuse and re-circulate fluids. The Contractor shall provide solids control and fluids cleaning equipment of a configuration and capacity that will process surface returns and produce a drilling fluid suitable for reuse.

100-1.07 Temporary Fencing:

The Contractor shall erect temporary fencing around the entry and exit pipe staging areas.

100-1.08 Traffic Control:

The Contractor's attention is directed to Section 12, "Traffic Control," of these Special Provisions.

100-1.09 Joining HDPE Pipe Sections:

HDPE pipe sections shall be joined to one another per Section 99-2 of these Special Provisions. HDPE pipes shall be fused together at the site in one complete length before pulling the pipe into the drilled hole. No mechanical couplings of HDPE pipe will be permitted. After the pipe is fused together and fusing tests completed, the pipe shall be hydrostatically tested in accordance with the manufacturer's recommendation. The pipe shall then be pulled into its drilled hole in one continuous operation.

Mechanical connections of the HDPE pipe to the auxiliary equipment shall be per Section 99-2 of these specifications.

100-1.10 Pipe Pullback:

The pipe will be elevated to the approximate angle of entry and supported by a means of a side boom with roller arm, or similar equipment as the pipe is pulled into the exit hole toward the drill rig. Pullback will be carried out in a continuous manner until the pipe reaches the original entry side of the bore.

100-1.11 Cleanup:

Following drilling operations, the Contractor will de-mobilize equipment and restore the work site to the original conditions.

100-1.12 Payment:

Full compensation for directional boring as specified herein shall be considered as included in the contract prices paid for the various sizes of water main requiring directional boring, and no additional compensation will be allowed therefor.

124 - MATERIAL RECYCLING

124-1.01 Description:

The Contractor shall dispose of all Portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be lawfully disposed of offsite by him, at his expense.

124-1.02 Payment:

Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

APPENDIX A - SONOMA COUNTY ENCROACHMENT
PERMIT FORMS



APPLICATION FOR ENCROACHMENT PERMIT

ENC-001

Prior to applying: Register online at https://prmd.sonomacounty.ca.gov/CitizenAccess/Default.aspx
Once registered, use the same email to track the progress of the permit and access permit documents in Citizens Access.

PURPOSE

To allow work to be performed, or activity to take place within a County Right-of-Way

Check type of activity: [] Annual Agency Permit [] Sidewalk/Gutter/Pavement [] Driveway
[] Utility Undergrounding [] Other

Project Description Assessor's Parcel Number
Permittee/Contractor Contractor's License
Contractor's Mailing Address City Zip
Work Site Address City Zip
Work Site Contact Name Work Site Email
Work Site Telephone Additional Contact's Email
Property Owner's Name Property Owner Email

Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the County of Sonoma, its agents and employees of and against any and all liability, actions, claims, damages, costs or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee performing the work associated with this Encroachment Permit, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County.

The undersigned agrees that the work will be done in accordance with and subject to the terms and conditions of this permit, the State Vehicle Code, the State Streets and Highways Code, and is subject to inspection and approval by the Permit and Resource Management Department.

Applicant Signature Date

PERMIT SONOMA STAFF

Encroachment Permit Number Planning File Number
Grading Permit Number Building Permit Number
Sewer Permit Number

- ✔ "Plan Check" including, Subdivision and Non-subdivision Improvement Plan Check; Drainage Review-Major Developments: verification of completeness of the plans and supporting documentation; review of relevant policies, codes and technical reports; analysis of the plans by County staff and affected divisions, departments and agencies for conformance with standards, conditions of approval and identification of issues; signature on improvement plans and/or issuance of permits (excluding actual permit fees); preparation and administration of agreements;
- ✔ "Public Works" costs as set forth in the Department of Transportation and Public Works fee resolution designated as "At-Cost Basis Work" including: public road improvement plan check and TPW approval of plans; and construction inspection of signing/stripping, street lighting and traffic signal work.

WHEREAS, the County requires at-cost Projects to be accompanied by an initial deposit in accordance with the County's approved fee schedule before Engineering Division review, which initial deposit will be paid by Applicant with the execution of this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants contained herein, the parties hereto agree as follows.

1. Payment of Costs

The Applicant hereby agrees to pay all costs incurred or associated with the review, processing and/or inspection of the Project, including, but not limited to:

- a. All staff hours for reviewing files, conducting research and analysis, conducting site inspections, evaluating conditions of approval, relevant policies and code requirements, and in consultation with legal counsel, other divisions, departments and agencies.
- b. All staff hours for coordination with the Applicant, the Applicant's representatives and in responding to public inquiries.
- c. All staff hours for review of plans; preparation of Board reports and presentation graphics; posting public hearing notices; making presentations, attending meetings and public hearings; processing permits and approvals; inspection work; and post approval filing and processing.
- d. Any consultant costs or technical assistance associated with conducting peer reviews of technical reports submitted by the Applicant in connection with the Project. Estimated costs for consultant work shall be determined through the Request for Proposal process.
- e. All staff hours for verifying condition compliance including final inspections, review of reports, release of security and final approval.
- f. All costs of legal review and consultation in connection with the processing of the Project.
- g. Applicant shall be solely liable for payment of all costs of review, processing or inspection of the Project, including but not limited to those costs referenced herein, even if the Project is withdrawn or denied. In the event that the Project is withdrawn or denied, Applicant agrees to pay all costs incurred for all processing work undertaken to the date of withdrawal or denial, whether or not such work is complete and whether or not the costs have previously been billed.

2. Deposits

The Applicant understands and agrees the request for Engineering Division services will not be accepted for filing without payment of an initial deposit in accordance with the County approved fee schedule. Applicant further understands and agrees that additional deposits may be required during the course of the processing of the Project, in such amounts and at such times as deemed necessary by PRMD to cover the County's incurred and projected costs of reviewing, inspecting or processing the Project. In order that PRMD may, at all times, retain a deposit sufficient to cover the estimated costs of reviewing, inspecting or processing the Project, Applicant shall pay all requested additional deposits within thirty (30) days of receipt of a written request from PRMD. All deposits will be placed in a separate account used to pay actual costs of the County in accordance with paragraphs 1 and 4.

3. Estimated Costs

PRMD shall, upon a request for Engineering Division services, collect minimum fee deposits as outlined in the currently adopted fee ordinance and by the following:

- ✓ Plan Check: A minimum fee shall be paid with plan submittal per the currently adopted fee ordinance. Prior to each recheck, improvement plan signature and/or permit issuance, PRMD staff shall review the status of the Project and the deposits on file to determine if additional deposits are required. Plan checks, signature and/or permit issuance shall not occur if the account is delinquent.
- ✓ Inspections: Prior to improvement plan signature or sewer permit issuance, PRMD staff shall estimate the inspection fees and collect 100% of the estimate. Additional deposits may be needed during the project if the initial deposit is insufficient. Permits will not be finalized until any balance due is paid.
- Vacations: Prior to scheduling a public hearing, PRMD staff shall review the status of the Project and the deposits on file to determine if additional deposits are required to complete processing the Project. PRMD shall promptly request in writing any additional deposits required under this Agreement.

If the Applicant modifies the Project, or new issues arise, significant changes in the amount on deposit may occur.

4. Charges Against Deposits

- a. Only the actual costs incurred in connection with review, inspection or processing of the Project will be charged against the deposits received from the Applicant.
- b. PRMD shall provide the Applicant a statement of account approximately every three months. The statement of account shall include a listing of all deposits received and a brief description of all charges incurred in connection with the Application during the billing period.
- c. If, at any time, the Applicant identifies any error in the statement of account, the Applicant shall notify PRMD in writing of such alleged error within twenty (20) days of receipt of the statement of account. Failure to notify PRMD of any error within twenty (20) days of receipt of the statement of account shall be deemed a waiver of such error. Only the Director of PRMD may authorize adjustments to correct invoicing errors.

5. Failure to Make Required Payment or Deposit

In addition to any other remedy available under this Agreement, the Applicant understands and agrees that nonpayment of requested deposits or processing costs billed pursuant to this Agreement may, at PRMD's sole discretion, result in cessation of review, inspection or processing of the Project and may result in improvement security being held or called. PRMD may, at its sole discretion, cease permit processing and withhold scheduling of hearing dates; issuance or finals on permits, plan checks, grading or encroachment permits; and/or recordation of subdivision map, etc. until all processing costs have been paid in full and all requested deposits made. The Applicant understands and agrees that no permit or approval issued in connection with the Project shall be finalized or recorded until all associated processing costs have been paid in full.

6. Delinquent Accounts

If, at any time, costs incurred by the County exceed the amount on deposit, PRMD shall notify the Applicant of the depletion of the account and request an additional deposit. The Applicant shall pay all amounts owing within 30 days of invoice. If the invoice for the additional deposit and/or any costs already incurred is not paid within 30 days, PRMD may cease all work on the Project. If the account remains past due for more than 60 days, the Applicant shall be notified in writing that the account is delinquent. If not paid within 15 days thereafter, the past due account will be sent to collections.

7. Final Accounting

- a. If, at any time prior to a subdivision map recordation, the Applicant wishes to withdraw the Project, the Applicant shall send a written request for withdrawal of the Project to the project planner (if applicable) as well as any Engineering Division staff reviewing the Project. Within 90 days of receipt of the letter requesting withdrawal, the County will issue a final project statement indicating the charges and balance remaining on deposit through the withdrawal date and will issue a refund of any unused deposits. The Applicant understands and agrees that, in the event of withdrawal of the Project, the Applicant will be liable for and will pay all costs incurred for all processing work undertaken on behalf of the project, whether or not such work is complete and whether or not the costs have previously been billed. If the Applicant wishes to withdraw a project following recordation of a subdivision map, a reversion to acreage must be processed by the Applicant (at additional cost) prior to the County considering any refund of unused deposits.

- b. In the event that the Project is denied, the County shall, within 90 days of project denial, issue a final project statement indicating the charges and balance remaining on deposit through the denial date and shall issue a refund of any unused deposits. The Applicant understands and agrees that, in the event of denial of the Project, the Applicant will be liable for and will pay all costs incurred for all processing work undertaken to the date of denial, whether or not such work is complete and whether or not the costs have previously been billed.
- c. The County shall, within 90 days of the it's final action on the project, including recordation, verification of condition/permit compliance and final inspection including maintenance or warranty inspection, issue a final project statement indicating the charges and balance remaining on deposit through the date of final action and shall issue a refund of any unused deposits in excess of the minimum fee.

8. Owner Authorization and Assumption of Obligation

The undersigned Applicant hereby represents that he/she either personally owns the subject property or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. The Applicant agrees to notify the County in writing prior to any change in ownership or status of any option agreements and to submit a written request for withdrawal of the Project or provide a written assumption of the obligations under this Agreement signed by the new owner or his/her authorized agent.

Billing Information:

Applicant Name (Please Print)

Title

Telephone

Company/Entity

Address

City

State

Zip

*Signature of Applicant/Owner (Written Verification
Signed by Property Owner Must Be Submitted
Designating the Applicant as Authorized Agent)*

Date

Signature of Staff Member Verifying Agreement Complete

Date

----- ☪ DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff ☪ -----

Project File Number:

PCAS Number:



REFUND REQUEST FORM

ACT-001

MAKE CHECK PAYABLE TO:

(Refund will only be issued to original Payor)

Name: _____ Permit Number: _____

Mailing Address: _____

City, State, Zip: _____ Signature: _____

(By signing, you are stating these monies are due to you)

Reason for refund must be stated or refund will be denied: _____

COPY OF RECEIPT MUST BE ATTACHED

PERMIT SONOMA STAFF TO COMPLETE THIS SECTION

Refund Type: At Cost Permit Sonoma Error Withdrawn Other _____

Staff Name: _____ Date Request Received: _____

Mgr. / Sup Signature: _____ Date Signed: _____

Partial Refund Full Refund Recommend Disapproval of Refund (If not approved, state reason in Comments)

Additional Staff Time: _____

(Include Staff Name and Hours Worked)

Other Expenses: _____

(Dollar Amount – List Detail Below)

Comments and Expense Detail: _____

ACCOUNTING STAFF TO COMPLETE THIS SECTION

Fees Eligible for Refund Fees Paid: _____

(Less): Staff Time/At Cost: _____

Other Expenses: _____

Total Refund: _____

INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

PURPOSE

This document is intended to identify the insurance requirements for obtaining an encroachment permit.

DEFINITION

In accordance with Section 15-8 of the Sonoma County Code, an encroachment permit authorizes activity in the County's public rights-of-way.

GENERAL REQUIREMENTS

Permittee shall maintain and require its subcontractors and agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

County reserves the right to review any and all of the required insurance policies and / or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Permittee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Permit.

A. Workers' Compensation Insurance & Employers' Liability Insurance

1. Required if Permittee has employees
2. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California
3. Employers' Liability with limits of \$1,000,000 per Accident, \$1,000,000 Disease per employee, & \$1,000,000 Disease per policy
4. Required Evidence of Coverage: **Certificate of Insurance**

B. General Liability Insurance

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01
2. Minimum Limits: \$1,000,000 per Occurrence, \$2,000,000 General Aggregate, \$2,000,000, Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Permittee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Permittee.
3. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Permittee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Permittee is responsible for any deductible or self-insured retention. And shall fund it upon County's written request, regardless

INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

of whether Permittee has a claim against the insurance or is named as a party in any action involving the County.

4. "County of Sonoma, Its Officers and Employees" Attention: Permit Sonoma, 2550 Ventura Avenue, Santa Rosa CA 95403, shall be endorsed as additional insureds for liability arising out of the Permittee's ongoing operations for which the County of Sonoma has issued a permit.
5. The insurance provided the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance maintained by them.
6. The policy shall cover inter-insured suits between County and Permittee and include a "separation of insureds" or "severability" clause which treats each insured separately.
7. Required Evidence of Coverage:
 - a. **Copy of additional insured endorsement or policy language granting additional insured status; and**
 - b. **Certificate of Insurance**

Note: For work taking place at airports and / or marinas, additional evidence of coverage is required.

C. Automobile Liability Insurance

1. Minimum Limits: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
2. Insurance shall cover all owned autos. (Required if Permittee owns vehicles).
3. Insurance shall cover all hired and non-owned vehicles.
4. Required Evidence of Insurance: **Certificate of Insurance**

D. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

BOND No. _____

PRINCIPAL _____

EFFECTIVE DATE _____

EXPIRATION DATE _____

BOND

Sonoma County Department of Public Works

Know All Men by These Presents:

WHEREAS, The hereinafter named principal has made or will make application to the DIRECTOR OF PUBLIC WORKS OF THE COUNTY OF SONOMA, of the State of California, for the issuance of a permit(s), in accordance with and subject to the provisions of Sonoma County Code Chapter 15 Article III and Ordinance No. 3027 and amendments or revisions thereof for the purpose of construction and/or repair of sanitary sewer lines and their appurtenances and the construction of any encroachment facility and the restoration of the county right of way or county-maintained portion of the road damaged during the course of construction and/or repair of these sanitary sewer lines and their appurtenances and/or in the construction of any encroachment facility _____

on Road _____; and,

WHEREAS, Said Director of Public Works has determined and required that said applicant shall file a bond to the County of Sonoma conditioned for the proper compliance with the requirements of said Ordinances and the regulations thereunder of said Sonoma County Board of Supervisors, and precedent to the taking effect of such permit(s), in the penal sum of _____ (\$ _____) Dollars

Now, THEREFORE, The undersigned principal and _____

_____ ,
a corporation organized and existing under the laws of the State of _____, and
authorized to transact business in the State of California, as surety, are held and firmly bound in
the whole sum of _____

_____ (\$ _____) Dollars,
lawful money of the United States of America, unto the County of Sonoma, and unto the Direc-
tor of Public Works of Sonoma County, and the several engineers, officers and employees of said
Director of Public Works, each and all, both in his and their official and individual capacities,
all hereinafter designated as the obligees herein, for the payment of which sum, well and truly to
be made, we hereby 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 the said _____

_____ ,
his, their, or its heirs, executors, administrators, successors, and assigns shall properly comply
with the requirements of said Sonoma County Code Chapter 15 Article III and Ordinance No.
3027 and amendments or revisions thereof herein before referred to, and of the terms and condi-
tions of said permit (s), for the purpose of construction and/or repair of sanitary sewer lines and
their appurtenances and the construction of any encroachment facility and the restoration of the
county right of way or county maintained portion of the road damaged during the course of
construction and/or repair of these sanitary sewer lines and their appurtenances and/or in the
construction of any encroachment facility issued by said Director of Public Works of Sonoma
County, and shall properly safeguard said work and the County Highway and all bridges and

other structures thereon, and shall bear the entire expense of replacing the highway and every part thereof in as good condition as before, then this obligation to be void; otherwise to be in full force and effect.

Unless otherwise stated herein, this bond shall cover any act or omission of the principal under the permit(s) above referred to done or omitted at any time between the date hereof and 30 days after written notice of the cancellation of this bond is received by the Director of Public Works of the County of Sonoma from the surety.

IN WITNESS WHEREOF, We have hereby set our hand and seals this _____ day of _____, 19_____.

PRINCIPAL AND APPLICANT

BUSINESS ADDRESS

SURETY

By -----
ATTORNEY IN FACT

By -----

ALL-PURPOSE ACKNOWLEDGMENT

Title of Document: _____

Date of Document: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)ss.
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____

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 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 _____

FOR NOTARY STAMP



REFUND REQUEST FORM

ACT-001

MAKE CHECK PAYABLE TO:

(Refund will only be issued to original Payor)

Name: _____ Permit Number: _____

Mailing Address: _____

City, State, Zip: _____ Signature: _____

(By signing, you are stating these monies are due to you)

Reason for refund must be stated or refund will be denied: _____

COPY OF RECEIPT MUST BE ATTACHED

PERMIT SONOMA STAFF TO COMPLETE THIS SECTION

Refund Type: At Cost Permit Sonoma Error Withdrawn Other _____

Staff Name: _____ Date Request Received: _____

Mgr. / Sup Signature: _____ Date Signed: _____

Partial Refund Full Refund Recommend Disapproval of Refund (If not approved, state reason in Comments)

Additional Staff Time: _____

(Include Staff Name and Hours Worked)

Other Expenses: _____

(Dollar Amount – List Detail Below)

Comments and Expense Detail: _____

ACCOUNTING STAFF TO COMPLETE THIS SECTION

Fees Eligible for Refund Fees Paid: _____

(Less): Staff Time/At Cost: _____

Other Expenses: _____

Total Refund: _____

APPENDIX B - BPX ONLINE BIDDING INSTRUCTIONS



BPX Online Bidding Instructions

Submitting a bid

Once you decide to submit a bid, you can go to the Submit Bid tab for the project. This tab is only available if the bid deadline has not yet passed. We recommend that you upload your bid at least one hour before the time of the bid opening.

The bid submission form will ask you to provide your contact information. This is pre-populated with your registered planroom user account details, and can be modified for the particular bid submission if needed.

You then attach your completed, signed bid documents. You can attach multiple files to include supplemental documents like a bid bond certificate, or licensing/insurance documentation.

All bid forms, bid bonds, and any additional forms required for this bid should be attached.

Bid documents
Max filesize 100MB

Drag and drop or [click here](#) to attach your documents

Bid form - signed.pdf
1.4 MB

Attached
tap to undo

Bond certificate.pdf
715 KB

Attached
tap to undo

You will receive an immediate email confirmation with a reference number for your bid.



Bid #1357 has been successfully submitted

We sent a confirmation email to **ryan@acmeconstruction.com**

<p>Ryan Hedge ACME Construction</p> <p>📍 123 S Main St Ste 4 Chicago, IL 12345</p> <p>📞 555-666-7777</p> <p>✉️ ryan@acmeconstruction.com</p>	<p>Documents Attached</p> <ul style="list-style-type: none">📄 Bid form - signed.pdf📄 Bond certificate.pdf
---	---

Retracting your bid

At any point prior to the bid deadline, you can retract your bid as well as resubmit, if needed. To do this make sure you log in to the planroom using the exact same account you used when you submitted the bid.

Return to the project, and you'll see that you have a My Bid tab. Here, you can review the bid you submitted and optionally retract it.

Yourtown High School

Phase 2 rehabilitation project, north wing renovations

Details

Plans

Specs

Plan Holders

My Bid

Bid #1357

Submitted Friday March 27 at 4:10pm

You may retract this at anytime prior to April 7 12:00pm EDT.

If you need to modify your bid you must first retract it and then submit a new one.

 Retract Bid

Ryan Hedge

ACME Construction


 123 S Main St Ste 4 Chicago, IL 12345

 555-666-7777

 ryan@acmeconstruction.com

Documents Attached

 Bid form - signed.pdf

 Bond certificate.pdf

If you click the button to Retract Bid you will be asked to confirm by entering your unique bid reference number. This is permanent and cannot be reversed.

Retracting bid #1357

Retracting your bid is permanent. This CANNOT be undone.

To confirm please enter your bid number in the box and click confirm.

Confirm

If you are retracting so that you can resubmit, make sure there is still plenty of time left before the bid deadline.