

SECTION 00010

TITLE PAGE



SAN LORENZO VALLEY WATER DISTRICT

13060 CA-9 BOULDER CREEK, CALIFORNIA 95006

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

September 1, 2022

BID DOCUMENTS VOLUME I OF II

**BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF
THE CONTRACT AND TECHNICAL SPECIFICATIONS**

APPROVED:

A handwritten signature in black ink that reads "Rick Rogers". The signature is written in a cursive style.

Rick Rogers District Manager

SECTION 00015

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SECTION 00015

NOTICE OF INVITING BIDS

RECEIPT AND OPENING OF BIDS.

- A. Sealed Bids will be received by Holly Hossack at SLVWD, 13060 CA-9, Boulder Creek, California, 95006, Telephone (831) 338-2153 until 3:00 p.m. October 13, 2022, for the construction of the Work entitled:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

DESCRIPTION OF WORK: Erosion control and stabilization of the existing Foreman Pipeline Access Trail using site grading, geogrid and Tecco Mat.

SITE OF WORK: 365 Madrone Dr, Boulder Creek, CA 95006

- B. Bids will be publicly opened and read aloud at the place and time stated above. Bidders are invited to log onto the Bid opening at the following URL: <https://meet.goto.com/610616261>
- C. The Owner shall not open any bids received after the time specified above and shall return the unopened Bids to the Bidder.

SECURING BID DOCUMENTS. Bidders may examine the Contract Documents at 13060 CA-9, Boulder Creek, California, 95006. The project specifications and bidding documents will be available on the San Lorenzo Valley Water District website at <https://www.slvwd.com/doing-business/pages/bid-opportunities>. Copies may be obtained at SLVWD, for a non-refundable cost of **\$100.00** per set. Prospective bidders must arrange to collect the specifications and bidding documents at SLVWD at their own cost. SLVWD will only mail specifications and bidding documents when the recipient provides a completed order form with a courier billing account number and payment. No time extensions or other consideration will be given for non-receipt of bidding documents by any prospective bidder. To obtain an order form for specifications and bidding documents, email your request to Holly Hossack, hhossack@slvwd.com. The complete RFP, including specifications and bidding documents, is available on the District website at <https://www.slvwd.com/doing-business/pages/bid-opportunities>

PRE-BID MEETING INCLUDES SITE WALK. 10:00 a.m. September 8, 2022 (Not Mandatory)
at the Lyon Treatment Plant
365 Madrone Drive, Boulder Creek, California 95006

CONTRACT TIME. The contract time is hereby established as 180 calendar days. The contract time shall be consecutive calendar days from the date of receipt of the Notice to Proceed.

LIQUIDATED DAMAGES. The fixed liquidated damages amount is hereby established as \$1000 for each

calendar day of unauthorized delay in completion of the Work.

BONDS. The Bidder to whom the award is made will be required to submit a payment bond and a performance bond, each in a principal amount not less than one hundred percent (100%) of the total Contract Price.

BIDS. Bidders must comply with and agree to all instructions and requirements in this Notice and in the Instructions to Bidders, including post-bidding procedures.

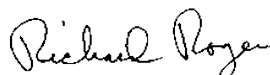
- A. All Bids must be submitted on the prescribed Bid Form.
- B. Bid security or a bid guaranty bond, in an amount not less than ten percent (10%) of the Total Bid amount, is required to be submitted with the Bid.
- C. Requests for interpretation of the Contract Documents shall be submitted to Josh Wolff, District Engineer at SLVWD in writing to JWolff@slvwd.com no later than 5:00 p.m. September 29, 2022. SLVWD will release a final response to requests for interpretation no later than 5:00 p.m. September 30, 2022. All requests and responses thereto will be posted to the District's website <https://www.slvwd.com/doing-business/pages/bid-opportunities> not later than 5:00 p.m. September 30, 2022.
- D. The successful Bidder shall execute the Contract Agreement within ten (10) work days after the date of the Notice of Award.
- E. The successful Bidder shall furnish insurance in accordance with the Contract Documents before execution of the Contract Agreement. The required insurance includes, but is not limited to, Contractor's Installation All Risk Insurance covering the value of the Work and all materials and equipment to be incorporated therein while at the site and during inland transit insuring the replacement value, subject to a deductible not to exceed \$5,000 for any single loss. This insurance shall also contain an insurer's waiver of subrogation against SLVWD, and it shall specifically cover losses due to earthquake and flooding.
- F. SLVWD may withhold issuance of the Notice to Proceed for a period not to exceed sixty (60) calendar days after the date the Contract Agreement is executed.
- G. The Contractor shall start the Work within ten (10) work days after the date of the Notice to Proceed. Bidders not prepared to conform to this start date requirement shall provide a proposed starting date with their Bid.
- H. SECURITY SUBSTITUTIONS FOR MONEYS WITHHELD TO INSURE CONTRACTOR'S PERFORMANCE.

In accordance with Section 22300 of the State of California Public Contract Code, the Contractor, at his request and expense, will be permitted to substitute equivalent securities for any monies withheld to ensure performance. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from SLVWD, pursuant to the terms of Section 22300. Refer to applicable portions of the Escrow Agreement (Section 00630) for Security Deposits in Lieu of Performance Retention included with the

Contract Documents. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

- I. Contractor shall possess a Class 'A' Contractor's License at the time of bid submission and award of the Contract.
- J. Pursuant to Sections 1770 *et seq.* of the State of California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. SLVWD has obtained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file at SLVWD located at 13060 CA-9, Boulder Creek, California, 95006 or may be obtained from the State of California, Division of Labor Statistics and Research at (415) 557-0561. Copies may be obtained on request. A copy of these rates shall be posted at the job site.
- K. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- L. SLVWD reserves the right to reject any and all bids.

APPROVAL. This Notice is approved and authorized by SLVWD this 1st day of September 2022.



Rick Rogers
District Manager

END OF SECTION 00020

SECTION 00100

INSTRUCTIONS TO BIDDERS

IB-01 GENERAL. Sealed bids will be received only to the care of Holly Hossack at 13060 CA-9, Boulder Creek, California, 95006, Telephone (831) 338-2153 for the construction of the Work entitled:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

The Contract Documents will be available for examination without charge, and copies may be secured and examined at SLVWD. Terms used in the Bidding Requirements shall have the meanings defined in the Conditions of the Contract.

IB-02 EXAMINATION BY BIDDERS. At his/her own expense and prior to submitting a Bid, each Bidder shall (a) examine the Contract Documents, (b) visit the site and determine the local conditions which in any way affect the performance of the Work, including access to the site, prevailing wages, and other pertaining cost factors, (c) familiarize himself/herself with all Federal, State, and local laws, ordinances, rules, regulations, and codes affecting the performance of the Work, including the cost of permits and licenses required for the Work, (d) make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where Work is to be performed, as he/she may deem necessary for performance of the Work at his/her Bid price within the terms of the Contract Documents, (e) determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided, and (f) correlate his/her observations, investigations, and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to exist, and the surveys, investigations and other data which have been used in the design of the Work. Except as provided otherwise by law or these Contract Documents, neither SLVWD nor the Engineer shall be liable for any loss sustained by the Contractor resulting from any variance between the conditions and design data given in the Contract Documents and the actual conditions revealed during the Bidder's examination or during the progress of the Work. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this Section.

IB-03 QUALIFICATIONS OF BIDDERS.

- A. At time of bid submission, all Bidders must currently possess a Class 'A' Contractor's License, according to the laws of the State and legal jurisdiction of the place where the Work is located, and meet the qualifications stipulated hereinafter. All Subcontractors desiring to bid on the Work must possess a Contractor's License within their individual specialties.
- B. No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid for the Work unless in a subcontractor relationship with respect to the Bids or unless Alternative Bids are required. A person, organization, or corporation submitting sub-proposals or quoting prices on materials to Bidders is not prevented from submitting a Bid for the entire Work.

- C. At the time of bid submission, all Bidders must be currently registered with the Department of Industrial Relations ("DIR") and have paid the annual fee pursuant to Section 1725.5 of the California Labor Code.

IB-04 PREPARATION AND SUBMISSION OF BIDS.

- A. Bids shall be submitted on the prescribed Bid Document Forms Volume II bound herein. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures, where so indicated, and the signatures of all persons signing shall be in longhand. Where there is a conflict in the words and the figures, the words will govern. An appropriate Power of Attorney shall be submitted if the Bid is executed by other than an official of the Bidder, showing that signer of Bid has the authority to obligate the Bidder. **BID DOCUMENT VOLUME II MUST BE SUBMITTED AS A WHOLE, BOUND AND INTACT. DO NOT REMOVE ANY PAGES FROM BID DOCUMENT VOLUME II. ANY ADDENDA SHALL BE STAPLED TO BID DOCUMENT VOLUME II AND SHALL BECOME A PART OF THIS DOCUMENT. FAILURE TO DO SO WILL RESULT IN AN IMMEDIATE REJECTION OF THE BID. ADDITIONAL SHEETS ARE ALLOWABLE; SUCH SHEETS MUST BE INCORPORATED INTO BID DOCUMENT VOLUME II.**
- B. Prices, wording, and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto, and must be initialed in ink by the person or persons signing the Bid or the authorized agent. Any alterations in the Contract Documents not thus initialed will be disregarded.
- C. Bids shall not contain any recapitulation of the Work or change in the phraseology. Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection. Alternative Bids or Incomplete Bids will not be received or considered unless required by the Contract Documents. No oral, facsimile, or telephonic proposals or modifications will be considered.
- D. Delivery of Bids shall comply with Specific Provisions as to place, date, and time. Bids shall be enclosed in a sealed opaque envelope bearing the Worktitle.
- E. In the event that the Bidder is a joint venture, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture, naming the individual who shall be the agent of the joint venture. The individual shall sign all necessary documents for the joint venture, and should the joint venture be the successful Bidder, shall act in all matters relative to the Contract resulting therefrom for the joint venture.
- F. Mailed Bids must be sent by the U.S. Postal Service, Registered or Certified Mail, Return Receipt Requested. The return receipt will be endorsed to show the date and time received. Mailed Bids not received at the required place before the date and time set for the receipt of Bids will be rejected. Misdirection of mailed Bids resulting in receipt of the Contractor's Bid after the required date and time will render the Bid non-responsive and will result in rejection of the Bid.

IB-05 WITHDRAWAL OF BIDS. Any Bidder may withdraw his Bid prior to the date and time set for the receipt of Bids, either in person or by written notice delivered to SLVWD before said date and time. Faxed withdrawal notices are not allowed. Mailed withdrawal notices must be received before said date and time. Misdirection of mailed withdrawal notices resulting in receipt of said notice after the date or time set for receipt of Bids will render the withdrawal notice invalid.

IB-06 INTERPRETATIONS. Should any Bidder find discrepancies in or omissions from the Contract Documents, or if there should be doubt as to the true meaning of any part thereof, the Bidder shall at once submit a written request for correction, clarification, or interpretation. Such requests shall be submitted in writing to SLVWD to JWolff@slvwd.com no later than the date and time specified in the Notice of Inviting Bids, Section 00020.

- A. If SLVWD or the Engineer determines the Contract Documents require changes, correction, clarification, or interpretation prior to the receipt of Bids, an appropriate Addendum will be issued.
- B. SLVWD, the Engineer, and their officers, employees, and agents will not be responsible for any changes, instructions, clarifications, interpretations, or other information pertaining to the Contract Documents given to Bidders during the bidding period in any manner other than written Addendum.

IB-07 BID PRICES.

- A. Bid prices shall be stated in United States dollars.
- B. Each proposed lump sum or unit price shall cover all costs and charges, including without limitation the costs of materials, labor, fabrication, construction, delivery, installation or application, supervision, insurance charges, overhead, profit, and taxes.
- C. No separate payment will be made for items other than those on the Bid Proposal Form unless specifically mentioned in these Contract Documents. The costs of overhead, administration, materials, equipment, supplies, insurance, bonds, meetings, temporary facilities, construction utilities, quality control not otherwise specified, and all other such items specified, indicated, or otherwise required to complete the Work, shall be included in the unit prices and/or lump sum prices.
- D. The Bid price for mobilization shall not exceed five percent (5%) of the cumulative total price for all other items identified in the Bid Proposal Form. (See Section 01505 regarding mobilization.)

IB-08 SUBCONTRACTOR LIST. Each Bidder shall list in the spaces provided in the Bid Proposal Form: (1) the name and business address of each Subcontractor proposed to perform or render service for a portion of the Work, or to specially fabricate and install a portion of the Work, if the value of such subcontracted portion exceeds one-half of one percent (0.5%) of the Bidder's total aggregate Bid amount, and (2) the portion of the Work to be performed by each proposed Subcontractor. Only one Subcontractor shall be listed for each portion of the Work so defined

by the Bidder. Proposed Subcontractors must be licensed according to the State and jurisdiction where the Work is located. Proposed Subcontractors must be registered with the DIR and have paid the annual fee pursuant to Section 1725.5 of the California Labor Code. No change may be made to the listing after receipt of Bids without the written consent of SLVWD.

IB-09 ADDENDA. Full consideration shall be given to all Addenda in the preparation of Bids, as Addenda form a part of the Contract Documents. Bidders shall verify the number of Addenda issued, if any, and acknowledge the receipt of all Addenda in the Bid. Failure to so acknowledge may cause the Bid to be rejected. Addenda may modify previously issued Addenda. No Addendum will be issued within 72 hours of the advertised Bid closing date and time without an appropriate adjustment to the Bid closing date and time.

IB-10 AWARD. Bids will be publicly opened and read aloud at SLVWD. Award of the Contract or the rejection of Bids will be made during the time accorded to review Bids.

- A. Bids shall be evaluated based on total cost, contractor experience, and District needs.
- B. The Contract for the Work, if awarded, will be awarded to the eligible Bidder submitting the lowest responsive responsible Bid complying with A, above, and in conformance with these Instructions to Bidders, and other bidding requirements in the Contract Documents. By submitting a Bid, each Bidder agrees and consents that SLVWD, in determining the successful Bidder and his eligibility for the award, may ascertain and consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the Work.
- C. The lowest Bid will be determined based on the Total Bid amount identified on all Bids received by SLVWD.
- D. The successful Bidder shall execute the Contract Agreement within ten (10) work days after the date of the Notice of Award. The contract time is hereby established as consecutive work days from the date of receipt of the Notice to Proceed. Bidder shall furnish Proof of Insurance as required herein, and the Contract Agreement shall be executed in the form provided by SLVWD.
- E. If a Bidder receiving a Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish Proof of Insurance as required herein, SLVWD may annul the award and issue an award to the next lowest responsive responsible Bidder or may reject all Bids.
- F. A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the person signing the Contract Agreement for the corporation is duly authorized to do so.

IB-11 INSURANCE. The successful Bidder shall furnish to SLVWD evidence of insurance ensuring the payment of all obligations arising from the Work. Insurance shall comply with the requirements in the General Conditions. Insurance certificates shall be delivered to SLVWD at the time and place the Contract Agreement is executed.

IB-12 RIGHTS RESERVED. SLVWD reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid, to have performed the entire Work defined by the Contract Documents or such parts of said Work as SLVWD may elect, to combine various alternative bids and bid items within a Bid, and to accept or reject one or more separately scheduled bid items within a Bid. SLVWD further reserves the right to withhold issuance of the Notice to Proceed, after execution of the Contract Agreement, for the period not to exceed sixty (60) calendar days after the date the Contract Agreement is executed. No additional payment will be made to the successful Bidder on account of such withholding.

IB-13 LOCAL WAGE RATES. In accordance with the laws of the state Department of Industrial Relations and jurisdiction where the Work is located, SLVWD has determined and adopted the general prevailing per diem wages, including wages for overtime and holiday work, for each craft or type of workman needed in the execution of the Work. Said wages shall be the minimum paid to workmen employed for the Work. Copies of the wage determination are on file and may be obtained by interested parties at San Lorenzo Valley Water District, 13060 CA-9, Boulder Creek, California 95006

END OF SECTION 00100

SECTION 00500

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made this _____ day of _____,
_____, by and between San Lorenzo Valley Water District, 13060 CA-9, Boulder Creek, CA 95006,
hereinafter _____ called "SLVWD" and
_____, hereinafter called "Contractor".

WITNESSETH

WHEREAS, SLVWD has caused Specifications and other Contract Documents to be prepared for certain Work described as the

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

WHEREAS, Contractor has offered to perform the proposed Work in accordance with the terms of the Contract Documents,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, Contractor hereby agrees to complete the Work at the prices and on the Terms and conditions herein contained, and SLVWD hereby employs the Contractor and agrees to pay him/her the Contract Prices provided herein for the fulfillment of the Work and the performance of the covenants set forth herein.

- A. **The contract time is hereby established as 180 calendar days. The contract time shall be consecutive work days from the date of receipt of the Notice to Proceed.**

The further terms, conditions and covenants of the Contract are set forth in the following exhibit parts, each of which is by this reference made a part hereof:

- Legal and Procedural Documents, including the Bidding Requirements and the Contract Forms;
- Conditions of the Contract;
- Specifications, including Technical Specifications;
- Addenda;
- Notice of Award; and
- Notice to Proceed.

For each calendar day of unauthorized delay in completion of the work, Contractor shall be assessed liquidated damages. The provisions of section 4.4 of the General Conditions are incorporated herein by reference. This provision shall be construed in accordance with Government Code Section 53069.85.

IN WITNESS WHEREOF, this Contract Agreement has been executed on the day and year first above written.

San Lorenzo Valley Water District
SLVWD

Contractor

by: _____
Signature

License No.

Rick Rogers, District Manager
Name/Title

by: _____
*Signature

Name/Title (Please Print)

ATTEST:

ATTEST:

By: _____
Signature

By: _____
Signature

Holly Hossack, Executive Secretary
Name /Title

Name/Title (Please Print)

APPROVED:

By: _____
Signature

Gina R. Nicholls, Legal Counsel
Name /Title

**Signature must be accompanied by notarized document citing the individual's relationship to the Party of the Contract and his/her power to sign on behalf of the Party.*

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____ hereinafter called Surety, are jointly and severally held and firmly bound unto the San Lorenzo Valley Water District, 13060 CA-9, Boulder Creek, CA 95006, hereinafter called SLVWD, its successors and assigns in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment whereof until, the Principal and Surety jointly and severally bind themselves, their heirs, executors, administrators, and successors, jointly and severally, forever firmly by these presents.

WHEREAS, SLVWD has awarded to Principal the Work entitled:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT (the "Contract"), and

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

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions, and agreements in the Contract and any changes made as therein provided, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save or hold harmless SLVWD, its directors, officers, employees, Engineer, and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to SLVWD sufficient funds to complete the Scope of Work required by the Contract.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of not less than one (1) year after the completion of the Work and its acceptance by SLVWD, during which time if Principal, his/her or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements and totally protect SLVWD from loss or damage made evident during the period of not less than one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials and/or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, notwithstanding anything in this paragraph to the contrary, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

AND, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the Work to be performed there under or the Specifications accompanying the same, shall in any way affect its obligations to this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. The Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees and court costs, incurred by SLVWD in successfully enforcing any and all obligations hereunder, all to be taxed as costs and included in any judgment rendered.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety, and SLVWD and their respective heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED THIS _____ day of _____, 20__.

Principal

By: _____
Signature

Surety

By: _____
Signature

(Surety's Mailing Address)

(Telephone Number)

(Attach Notary Acknowledgement of Surety)

Approved as to form this _____ day of _____, _____.

Attorney for SLVWD

FOREMAN PIPELINE ACCESS TRAIL REHAB PROJECT
San Lorenzo Valley Water District

Performance Bond
00610-3

NOTE: *The principal amount of this bond shall not be less than one hundred percent (100%) of the total Contract Price.*

END OF SECTION 00610

SECTION 00620

PAYMENT BOND

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____
_____, hereinafter called Surety, are jointly and severally held
and firmly bound unto the San Lorenzo Valley Water District, 13060 CA-9, Boulder Creek, CA 95006,
hereinafter called SLVWD, its successors and assigns in the penal sum of _____ Dollars
(\$ _____) lawful money of the United States, for the payment
whereof unto SLVWD, the Principal and Surety jointly and severally bind themselves, their heirs,
executors, administrators, and successors, jointly and severally, forever firmly by these presents.

WHEREAS, SLVWD has awarded to Principal the Work entitled:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT (the "Contract"), and

WHEREAS, said Principal is required to furnish a Payment Bond in connection with said Contract.

NOW, THEREFORE, the condition of this obligation is such that if said Principal, his/her or its heirs, executors, administrators, successors, or assigns, or any of his/her or its Subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the Wages of employees of the Principal and his/her subcontractors pursuant to Section 18668 of the Revenue and Taxation Code, with respect to such work and labor, or any amounts required to be deducted, withheld, and paid over the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, or for any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, owned or used, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon the same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of the Civil Code, then the Surety will pay the same or an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, reasonable attorneys' fees and costs of SLVWD as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be

performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

The Surety hereby waives the provisions of Sections 2819 of the Civil Code.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety, and SLVWD and their respective heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED THIS _____ day of _____, 20__.

Principal

By: _____
Signature

Surety

By: _____
Signature

Surety's Mailing Address

Telephone Number

(Attach Notary Acknowledgement of Surety)

Approved as to form this _____ day of _____, _____.

Attorney for SLVWD

FOREMAN PIPELINE ACCESS TRAIL REHAB PROJECT
San Lorenzo Valley Water District

Payment Bond
00620-3

NOTE: *The principal amount of this bond shall not be less than one hundred percent (100%) of the total Contract Price.*

END OF SECTION 00620

SECTION 00630

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between San Lorenzo Valley Water District (SLVWD) whose address is 13060 CA-9, Boulder Creek, CA 95006 hereinafter called "SLVWD" and _____ whose address is _____

_____ hereinafter called "Contractor," and _____ hereinafter called "Escrow Agent." _____ whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, SLVWD, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention earnings required to be withheld by SLVWD, pursuant to the Construction Contract entered into between SLVWD and Contractor for:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, SLVWD shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify SLVWD within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between SLVWD and Contractor. Securities shall be held in the name of SLVWD, and shall designate the Contractor as the beneficial owner.

(2) SLVWD shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When SLVWD makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when SLVWD pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of SLVWD. These expenses and payment terms shall be determined by SLVWD. Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by the Contractor at any time and from time to time without notice to SLVWD.

(6) Contractor shall have the right to withdraw all or any part of the principal in the

Escrow Account only by written notice to Escrow Agent accompanied by written authorization from SLVWD to the Escrow Agent that SLVWD consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) SLVWD shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) calendar days' written notice to the Escrow Agent from SLVWD of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by SLVWD.

(8) Upon receipt of written notification from SLVWD certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from SLVWD and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and SLVWD and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of SLVWD and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of SLVWD:

District Manager
Title

Rick Rogers
Name

Signature

13060 CA-9, Boulder Creek, California 95006
Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Escrow Agreement for Security Deposit in Lieu of Retention
00630-3

Signature

Address

At the time the Escrow Account is opened, SLVWD and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

San Lorenzo Valley Water District

Contractor

District Manager
Title

Title

Rick Rogers
Name

Name

Signature

Signature

END OF SECTION 00630

SECTION 00655

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date

Contractor

By: _____
Signature

Name/Title

(Please Print)

ATTEST:

By: _____ Signature

Name/Title

(Please Print)

END OF SECTION 00655

SECTION 00657

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the
_____(designate sole proprietor, partner in partnership, or specify corporate
office, e.g., secretary) in the entity named as Contractor in the foregoing Contract. I hereby expressly
certify that the name of the entity to which I am associated is
_____; that this
entity is in good standing and has complied with all applicable laws and regulations, and that I have been
expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-
named entity.

Date

By: _____
Signature

Name/Title (Please Print)

ATTEST:

By: _____
Signature

Name/Title (Please Print)

END OF SECTION 00657

Contractor Release
00660-1

CONTRACTOR RELEASE

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

Period Work Performed: _____

RETENTION AMOUNT FOR THIS PERIOD: \$_____

[illegible]

The Contractor further expressly waives and releases any claim the Contractor may have, of whatever type or nature, for the period specified which is not shown as a retention amount or a disputed claim on this form. This release and waiver has been made voluntarily by Contractor without any fraud, duress, or undue influence by any person or entity.

Contractor further certifies, warrants, and represents that all bills for labor, materials, and work due Subcontractors for the specified period have been paid in full and that the parties signing below on behalf of Contractor have express authority to execute this release.

Dated: _____
(Print Name of Contractor)

(Describe Entity: Partnership, Corporation, etc.)

By: _____

By: _____

By: _____

END OF SECTION 00660

SECTION 00662

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

Description of Contract: The project consists removal of existing roof; construction of a new fire-resistant roof; provision and application of new exterior paint; and restoration of the booster station to service.

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof, satisfactory to the director, of ability to administer workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For the purposes of this section, "state" shall include the superior courts of California.

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

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Contractor's Certificate (Workers' Compensation)
00662-2

Dated: _____, 20__

By: _____
(Contractor)

By: _____ (Authorized Representative of Contractor)

(Seal of Corporation)

Name/Title: _____
(Please Print)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with SLVWD prior to performing any work under this Contract.)

END OF SECTION 00662

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Certificate of Insurance (Workers' Compensation)
00664-1

SECTION 00664

CERTIFICATE OF INSURANCE

Description of Contract:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

Type of Insurance: Workers' Compensation Insurance and Employer's Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 6 of the General Provisions and is in force at this time.

The Insurance Company will give at least 30 calendar days' written notice by certified mail to SLVWD prior to any material change or cancellation of said policy. (10 calendar days for non- payment).

POLICY NO./EXPIRATION DATE

LIMITS OF LIABILITY

A. WORKERS' COMPENSATION

Statutory Limits Under the Laws of the State
of California

Policy No. _____

Expiration Date _____

B. EMPLOYER'S LIABILITY

Each Employee

Each Accident

Bodily Injury by Accident

\$ _____

\$ _____

Bodily Injury by Disease

\$ _____

\$ _____

Policy No. _____

Expiration Date _____

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Certificate of Insurance (Workers' Compensation)
00664-2

Name Insured (Contractor)

Insurance Company

Street Number

Street Number

City, State, and Zip Code

City, State, and Zip Code

By:

(Insurance Company Representative)
(See Notice on Page 2)

(Attach Notary Acknowledgement of Insurance Company Agent)

Insurance Company Agent for Service of
Process in California:

Name

Agency

Street Number

Street Number

City, State, and Zip Code

City, State, and Zip Code

Telephone Number

Telephone Number

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

NOTICE: Unless otherwise specified in writing by SLVWD at SLVWD's sole discretion, no substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

END OF SECTION 00664

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Insurance Endorsement (Workers' Compensation)
00666-1

SECTION 00666

INSURANCE ENDORSEMENT

Description of Contract:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

Type of Insurance: Workers' Compensation Insurance and Employer's Liability Insurance This

endorsement forms a part of Policy No. _____

ENDORSEMENT

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company named below waives any right of subrogation it may acquire against SLVWD and/or its directors, officers, officials, agents, employees, and volunteers by reason of any payment made on account of injury, including death resulting therefrom, sustained by the insured, any employee of the insured, or the insured's agents and/or subcontractors arising out of the performance of the above-referenced Contract.

This endorsement does not increase the Insurance Company's total limits of liability.

Name Insured (Contractor)

Insurance Company

Street Number

Street Number

City, State, and Zip Code

City, State, and Zip Code

By: _____
(Insurance Company Representative)
(See Notice on Page 2)

(Attach Notary Acknowledgement of Insurance Company Agent)

NOTICE: Unless otherwise specified in writing by SLVWD at SLVWD's sole discretion, no substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

END OF SECTION 00666

SECTION 00668

CERTIFICATE OF INSURANCE

Description of Contract:

FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued by the below-stated Insurance Company in conformance with the requirements of Article 6 of the General Provisions and are in force at this time. The policy shall be an occurrence policy with a deductible not to exceed \$5,000.

POLICY NUMBER &
EXPIRATION DATE

LIMITS OF LIABILITY
(thousands)

Occurrence

Aggregate

A. GENERAL LIABILITY
Bodily Injury, Personal
Injury,
and Property
Damage Combined

\$ _____ \$ _____

B. EXCESS GENERAL
LIABILITY

\$ _____ \$ _____

C. AUTOMOBILE LIABILITY

\$ _____ \$ _____

D. EXCESS AUTOMOBILE
LIABILITY

\$ _____ \$ _____

_____	E. BUILDER'S RISK		
_____		\$ _____	\$ _____
_____	F. CONTRACTOR'S POLLUTION LEGAL LIABILITY/ASBESTOS LEGAL LIABILITY/ ERRORS AND OMISSIONS		
_____		\$ _____	\$ _____

The following types of coverage are included in said policies (indicate by "X" in space):

A. GENERAL LIABILITY

Comprehensive Form.....	YES	NO
Premises-Operations.....	YES	NO
Explosion and Collapse Hazard.....	YES	NO
Underground Hazard.....	YES	NO
Products/Completed Operations Hazard.....	YES	NO
Contractual Insurance.....	YES	NO
Broad Form Property Damage, Including:		
Completed Operations.....	YES	NO
Independent Contractors.....	YES	NO
Personal Injury.....	YES	NO

B. EXCESS GENERAL LIABILITY

Umbrella Form.....	YES	NO
Other Than Umbrella Form.....	YES	NO
If other than Umbrella Form, please explain below:		

C. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading and Unloading.....	YES	NO
Owned.....	YES	NO
Hired.....	YES	NO

Certificate of Insurance (Liability Insurance)
00668-3

	YES	NO
Non-Owned.....		

D. EXCESS AUTOMOBILE LIABILITY

Umbrella Form.....	YES	NO

	YES	NO
Other Than Umbrella Form.....		

If other than Umbrella Form, please explain below:

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. However, the insurance provided shall meet the requirements of the Contract Documents and include coverage as specified in this certificate.

Name Insured (Contractor)

Insurance Company

Street Number

Street Number

City, State, and Zip Code

City, State, and Zip Code

By: _____
(Insurance Company Representative)
(See Notice on Page 4)

(Attach Notary Acknowledgement of Insurance Company Agent)

Insurance Company Agent for Services of Process in California:

<hr/>	<hr/>
Name	Agency
<hr/>	<hr/>
Street Number	Street Number
<hr/>	<hr/>
City, State, and Zip Code	City, State, and Zip Code
<hr/>	<hr/>
Telephone Number	Telephone Number

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Insurers must be authorized to do business and have an agent for service of process in California and have an “A” policyholder’s rating and a financial rating of at least Class VII in accordance with the most current Best’s Rating.

NOTICE: Unless otherwise specified by SLVWD in its sole discretion, no substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

END OF SECTION 00668

SECTION 00670

INSURANCE ENDORSEMENT

Description of Contract: FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. _____

ENDORSEMENT

SLVWD its officers, officials, directors, employees, and volunteers are to be covered as insureds under said policies but only while acting in their capacity as such and only with respect to operations of the named insured, his contractors, any subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insureds. The insurance afforded to these additional insured is primary insurance. If the additional insured have other insurance or self-insurance which might be applicable to any loss, this insurance shall be primary and the amount of this insurance shall not be reduced or prorated by the existence of such other insurance or self-insurance. Any insurance or self-insurance maintained by the additional insureds shall be excess of the Contractor's insurance and shall not contribute with it.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the article entitled "BONDS, INSURANCE, AND INDEMNITY" in the General Conditions of the above-referenced contract except those matters set forth in the third paragraph thereof.

This endorsement does not increase the Company's total limits of liability.

Name Insured (Contractor)

Insurance Company

Street Number

Street Number

City, State, and Zip Code

City, State, and Zip Code

By: _____
(Insurance Company Representative)

(Attach Notary Acknowledgement of Insurance Company Agent)

Insurers must be authorized to do business and have an agent for services of process in California and have an "A" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

NOTICE: Unless otherwise specified by SLVWD in its sole discretion, no substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

END OF SECTION 00670

SECTION 00680

NOTICE OF AWARD

To: _____ Board Approval Date: _____
(Contractor)

Project: **FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT**

Your Bidder's Proposal dated _____, is accepted.

You are required by the Notice and Instructions to Bidders to execute the Contract Documents within ten (10) work days of the date of mailing of this notice (not including Sundays and holidays).

Received:

Contractor

San Lorenzo Valley Water District
SLVWD

By: _____ By: _____

Name /Title:

Rick Rogers, District Manager
Name/Title:

Date: _____ Date: _____

END OF SECTION 00680

SECTION 00685

NOTICE TO PROCEED

To: _____ Date: _____
(Contractor)

Project: **FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT**

You are hereby notified to commence Work in accordance with the Agreement dated _____, and you are to complete the Work prior to _____.

SLVWD

By: Rick Rogers

Title: District Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ this
the _____ day of _____, _____.

Name: _____ (Print)

By: _____

Title: _____

END OF SECTION 00685

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Unconditional Release and Certificate of Final Payment
00686-1

SECTION 00686

UNCONDITIONAL RELEASE AND CERTIFICATE OF FINAL PAYMENT

To: San Lorenzo Valley Water District
13060 CA-9
Boulder Creek, CA 95006

Project No. _____

Contract Dated _____

CONTRACTOR:

Name: _____

Address: _____

DESCRIPTION OF WORK: Erosion control and stabilization of the existing Foreman Pipeline Access Trail using site grading, geogrid and Tecco Mat.

SITE OF WORK: 365 Madrone Dr, Boulder Creek, CA 95006.

With reference to said Contract, as amended, between the undersigned Contractor and SLVWD, the Undersigned hereby certifies and represents that it has made full payment of all costs, charges, and expenses incurred by it or on its behalf for work, labor, services, materials, and equipment supplied to the foregoing site and/or used in connection with its work under said Contract.

The undersigned further certifies that to its best knowledge and belief, each of its subcontractors and material suppliers has made full payment of all costs, charges, and expenses incurred by them or on their behalf for work, labor, services, materials, and equipment supplied to the foregoing site and/or used by them in connection with the Undersigned's work under said Contract.

In consideration of \$ _____ as final payment under the Contract, the Undersigned hereby unconditionally and forever discharges, waives, and releases SLVWD and the site and property from all claims, stop notices, liens, bond rights, and obligations and rights of every nature arising out of or in connection with the performance of the said Contract and all amendments thereto except as set forth below:

Unconditional Release and Certificate of Final Payment
00686-2

The foregoing shall not relieve the Undersigned of its obligations under the provisions of said Contract, as amended, which by their nature survive completion of the work including, without limitation, warranties, guarantees, and indemnities

FOREMAN PIPELINE ACCESS TRAIL REHAB Unconditional Release and Certificate of Final Payment
PROJECT 00686-3
San Lorenzo Valley Water District
Executed this _____ day of _____, 20__.

(Name of Contractor)

By: _____

Title: _____

(Attach Notary Acknowledgement)

Distribution:

Original	-	County Recorder
Copy	-	Contractor

END OF SECTION 00686

RECORDING REQUESTED BY:

San Lorenzo Valley Water District

WHEN RECORDED RETURN TO:

San Lorenzo Valley Water District
13060 CA-9
Boulder Creek, California 95006

MAIL TAX STATEMENTS TO:

NO FEE REQUIRED PER GOVERNMENT
CODE SECTION 27383

SECTION 00687

NOTICE OF COMPLETION

To: _____ Date: _____

Project No.: _____
Owner: San Lorenzo Valley Water District Date of Completion: ____
13060 CA-9
Boulder Creek, CA 95006

OWNER'S ESTATE OF INTEREST:

Easement _____ Fee Title _____ Encroachment Permit ____

Other (describe) _____

CONTRACTOR FOR WORK OF IMPROVEMENT AS A WHOLE:

Name: ____

Address: ____

TITLE OF PROJECT: FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT

DESCRIPTION OF PROJECT:

Erosion control and stabilization of the existing Foreman Pipeline Access Trail using site grading, geogrid and Tecco Mat.

LEGAL DESCRIPTION OF SITE: See survey.

ADDRESS OF THE SITE:
365 Madrone Dr, Boulder Creek, CA 95006

This Notice is given for (check one):

- ☐ Completion of the work of improvement as a whole.
☐ Completion of a contract for a particular portion of the work of improvement (per Cal. Civ. Code § 8186).

If this notice is given only of completion of a contract for a particular portion of the work of improvement, the name and address of the direct contractor under that contract is:

Final payment will be made to the above contractor on or after thirty-five (35) calendar days from the recording date of this Notice of Completion, except where otherwise provided for by law.

1.01 VERIFICATION

I, the undersigned state that I am the _____ of the San Lorenzo Valley Water District, the public agency authorizing the Work of Improvement referred to in the foregoing Notice of Completion; that I have executed such Notice of Completion on behalf of such public agency and likewise make this verification on behalf of said public agency; and that I have read said Notice of Completion and know the contents thereof and the facts therein stated are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date and Place

Rick Rogers, District Manager
San Lorenzo Valley Water District
13060 CA-9, Boulder Creek, California 95006

Distribution:

Original - County Recorder
Copy - Contractor

END OF SECTION 00687

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Conditional Waiver and Release Upon Progress
00692-1

SECTION 00692

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

California Civil Code Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Conditional Waiver and Release Upon Progress
00692-2

(2) Extras for which the claimant has not received payment.

The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): _____

(3) Contract rights, including:

(A) a right based on rescission, abandonment, or breach of contract, and

(B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Note: Where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form. This form of release complies with the requirements of California Civil Code Section 8132.

The Contractor is required to obtain from each subcontractor and supplier this conditional waiver and release of claims for each preliminary notice received by SLVWD. Final payment shall be held in abeyance pending receipt of release of claims from all subcontractors or suppliers.

Alternatively, the final payment will be made by check payable to the Contractor and subcontractor or supplier to the extent the subcontractor or supplier has not been paid as shown on the preliminary notice.

END OF SECTION 00692

SECTION 00693

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

California Civil Code Section 8134

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including:

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Unconditional Waiver and Release Upon Progress
00693-2

(A) a right based on rescission, abandonment, or breach of contract, and the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow substantially this form. This form of release complies with the requirements of California Civil Code Section 8134.

The Contractor is required to obtain from each subcontractor and supplier this unconditional waiver and release of claims for each preliminary notice received by SLVWD. Final payment shall be held in abeyance pending receipt of release of claims from all subcontractors or suppliers.

Alternatively, the final payment will be made by check payable to the Contractor and subcontractor or supplier to the extent the subcontractor or supplier has not been paid as shown on the preliminary notice.

END OF SECTION 00693

SECTION 00694

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$_____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Notice: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially this form. This form of release complies with the requirements of California Civil Code Section 8136.

The Contractor is required to obtain from each subcontractor and supplier this conditional waiver and release of claims for each preliminary notice received by SLVWD. Final payment shall be held in abeyance pending receipt of release of claims from all subcontractors or suppliers.

Alternatively, the final payment will be made by check payable to the Contractor and subcontractor or supplier to the extent the subcontractor or supplier has not been paid as shown on the preliminary notice.

END OF SECTION 00694

SECTION 00695

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

California Civil Code Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

FOREMAN PIPELINE ACCESS TRAIL REHAB
PROJECT
San Lorenzo Valley Water District

Unconditional Waiver and Release Upon Final
00695-2

Disputed claims for extras in the amount of: \$ _____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow substantially this form. This form of release complies with the requirements of California Civil Code Section 8138.

The Contractor is required to obtain from each subcontractor and supplier this unconditional waiver and release of claims for each preliminary notice received by SLVWD. Final payment shall be held in abeyance pending receipt of release of claims from all subcontractors or suppliers.

Alternatively, the final payment will be made by check payable to the Contractor and subcontractor or supplier to the extent the subcontractor or supplier has not been paid as shown on the preliminary notice.

END OF SECTION 00695

SECTION 00700

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

- 1.1 Terms used in the Contract Documents are defined in the “Glossary, Water and Wastewater Control Engineering” prepared by the Joint Editorial Board representing the American Public Health Association, American Society of Civil Engineers, American Water Works Association, and the Water Pollution Control Federation, 1969 Edition, and are further defined herein. The terms shall have the meanings described which shall be applicable to both the singular and plural thereof.
- 1.2 Addenda. Written or graphic instructed issued prior to execution of the Contract Agreement which modify or interpret the Contract Documents.
- 1.3 Bid. The offer or proposal of the Bidder submitted in the prescribed form setting forth the prices for the Work to be performed.
- 1.4 Bidder. Any person, firm, corporation, or organization submitting a Bid or Proposal for the Work.
- 1.5 Bonds. Bid, performance, and payment bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 Change Order. A written order to the Contractor signed by SLVWD ordering and authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time.
- 1.7 Contract Agreement. The Contract Documents form the Contract Agreement. The Contract Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Agreement may be amended or modified after execution only by a Modification. References herein to the Contract or the Agreement, or the Form of Agreement, shall be understood to mean and refer to the Contract Agreement.
- 1.8 Contract Documents. The Contract Documents consist of the Contract Agreement, notices, instructions, and forms issued to Bidders in the Bidding Requirements for the submittal of Bids, the Contractor’s Bid, the Bid security, the Notice of Award, the Notice to Proceed, the Notice to Construct, if any, the Conditions of the Contract (General, Supplementary, and other Conditions), the Bonds, the Specifications, all Addenda, and all Modifications.

- 1.9 Contract Price. The total moneys payable to the Contractor under the Contract Documents.
- 1.10 Contract Time. The number of work days for completion of the Work, or the date upon which the Work shall be completed and ready for use by SLVWD, as stated in the executed Contract Agreement.
- 1.11 Contractor. The Contractor is the person, firm, corporation, or organization identified as such in the Contract Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his/her authorized representative.
- 1.12 Day and Days. The term day shall mean calendar day, the term calendar days shall mean consecutive calendar days, and the term work days shall mean consecutive calendar days excluding Saturdays, Sundays, and legal holidays, unless otherwise stated or specified.
- 1.13 District Biologist. District Biologist of San Lorenzo Valley Water District, SLVWD or an authorized representative.
- 1.14 District Engineer. District Manager acting as District Engineer of San Lorenzo Valley Water District, SLVWD or an authorized representative.
- 1.15 DIR. California Department of Industrial Relations.
- 1.16 Drawings. The Drawings or exact reproductions thereof which show the scope and character of the Work to be performed and which have been approved by SLVWD, and are referred to in the Contract Documents. The terms Drawing, Plan, and Plans have the same meaning as the term Drawings unless otherwise stated or specified.
- 1.17 Engineer. The term Engineer shall mean the person or firm appointed by SLVWD to undertake the duties and powers assigned to the Engineer by these Specifications acting directly or through authorized representatives. In this project MME, Inc. The term Engineer is referred to throughout the Contract Documents as if singular in number and masculine in gender, and means the Engineer or his authorized representative, including the Engineer's employees, agents, and consultants. (See Section 00800.)
- 1.18 Field Order. A Field Order is a written order issued by SLVWD to the Contractor which clarifies or interprets the Contract Documents pursuant to Paragraph 3.2, or orders minor changes or alterations in the Work pursuant to Paragraph 16.6.
- 1.19 Inspector. The Inspector is the authorized agent of SLVWD acting as the designee of the District Engineer, limited in each case to the duties entrusted to him by SLVWD. The term Inspector applies to all Inspectors appointed by SLVWD.
- 1.20 Modification. A Modification is a written amendment to the Contract Agreement signed by both parties, a Change Order, or a Field Order.

- 1.21 Notice of Award. The written notice by SLVWD to the Contractor that the Contractor is the successful Bidder and that, upon compliance with the conditions precedent to be fulfilled by the Contractor within the stated time, SLVWD will execute the Contract Agreement.
- 1.22 Notice to Construct. The written notice by SLVWD to the Contractor authorizing the Contractor to begin the physical installation of the particular material or equipment covered by such notice.
- 1.23 Notice to Proceed. The written notice by SLVWD to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- 1.24 Owner. The Owner is the San Lorenzo Valley Water District and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative, and includes the Owner's employees, agents, and consultants. (See Section 00800.)
- 1.25 Project. The Project is the total construction designed for or by the Owner of which the Work performed or constructed under the Contract Documents may be the whole or a part.
- 1.26 Shop Drawings. All drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.
- 1.27 Samples. Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged.
- 1.28 Specifications. The Specifications include the Bidding Requirements, the Contract Forms, the Conditions of the Contract (General, Supplementary, and other Conditions), and the Divisions and Sections of the Specifications.
- 1.29 Subcontractor and Sub-subcontractor. The terms Subcontractor and Sub-subcontractor are referred to throughout the Contract Documents as if each were singular in number and masculine in gender, and means a Subcontractor or Sub-subcontractor or an authorized representative thereof. A Subcontractor is a person, firm, corporation, or organization who has a direct contract with the Contractor to perform any of the Work at the site. A Sub-subcontractor is a person, firm, corporation, or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site.
- 1.30 Supplier. Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

- 1.31 Surety. The term Surety is the person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.
- 1.32 Work. The term Work includes all labor, materials, equipment, and incidentals necessary to produce the construction required by the Contract Documents and any and all obligations, duties, and responsibilities necessary to the successful completion of the construction assigned to or undertaken by the Contractor under the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

- 2.1 Award. The award of the Contract Agreement, if awarded, will be to the eligible, lowest responsive responsible Bidder. No Notice of Award will be given until SLVWD has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of SLVWD within the time prescribed. SLVWD reserves the right to reject the Bid of any Bidder who does not pass such investigation to SLVWD's satisfaction. If the Contract Agreement is awarded, SLVWD will give the successful Bidder a Notice of Award within time period prescribed in Notice Inviting Bids after the opening of the Bids and no Bidder may withdraw his Bid for a period of time as prescribed in Notice Inviting Bids after the date set for the receipt of Bids unless other time periods are stated in the Bidding Requirements or elsewhere in the Contract Documents.
- 2.2 Execution of Contract Agreement. The Contract Agreement and such other Contract Documents are practicable shall be suitably identified as agreed by the parties and signed by SLVWD and the Contractor. The Contract Agreement shall be executed within the time period prescribed in Notice Inviting Bids of the Notice of Award unless otherwise provided in the Bidding Requirements or elsewhere in the Contract Documents. SLVWD will hold the Original Agreement and the Contractor shall receive a copy of the Agreement and such other Contract Documents. The Contract Agreement shall be executed in the form adopted or directed by SLVWD.
- 2.3 Delivery of Bonds and Insurance Endorsements. Simultaneously with the execution of the Contract Agreement, the Contractor shall deliver to SLVWD the required Bonds and Insurance Endorsements.
- 2.4 Forfeiture of Bid Security. Failure of the successful Bidder to whom a Notice of Award is tendered to execute the Contract Agreement and deliver the Bonds and other documents required of him at the time of execution within the time limit provided in the Contract Documents shall be just cause for SLVWD to annul the Notice of Award and declare the Bid and any security therefore forfeited.

- 2.5 Copies of Documents. SLVWD will furnish to the Contractor copies of the Specifications as are reasonably necessary for the execution of the Work. Upon request, additional copies will be furnished at the cost of reproduction and handling as determined at the sole discretion of SLVWD.
- 2.6 Progress Schedule. Simultaneously with the execution of the Contract Agreement, the Contractor shall submit to SLVWD for approval as estimated progress schedule in chart form indicating the date that each part or brand of the Work will be started and completed including, where applicable, the continuance of operations as provided in Paragraph 12.10, and indicating a schedule of the required submittals including shop drawings, samples, lists of materials and equipment, equipment data, and instruction manuals. The schedule shall conform to the Work and the Contract Time, shall be subdivided and coordinated to the schedule of values, and shall be subject to such revisions SLVWD may require for his approval. The Contractor shall revise the approved progress schedule at monthly intervals, the revised schedules in the same form as the original approved schedule and concurrent with the time periods covered by applications for progress payments. Each revised schedule shall indicate the Work actually accomplished during the time period and the schedule for performance of the remaining Work. Each revised schedule shall be submitted to SLVWD for approval simultaneously with the Contractor's application for progress payment for the same time period, and shall be subject to such revisions SLVWD may require for his approval. SLVWD's approval of revised progress schedules will be a condition precedent to the approval of the Contractor's applications for progress payments.
- 2.7 Schedule of Values. Simultaneously with the execution of the Contract Agreement, the Contractor shall submit a schedule of values as required by Paragraph 20.1 for use in progress payments. When directed by SLVWD, the Contractor shall submit to SLVWD for approval a revised schedule of values coordinated to the revised progress schedules required under Paragraph 2.6 and pertinent requirements of Supplementary Conditions.
- 2.8 Insurance. Before execution of the Contract Agreement, the Contractor shall deliver to SLVWD the certificates and Proof of Insurance as required by Article 6.
- 2.9 Preconstruction Conference. Before the Work is started, a conference will be held to review the progress schedule and the schedule of values, to establish procedures for handling the required submittals and for processing applications for payment, and to establish a working understanding between the parties as to the Project and the Work. Present at the conference shall be SLVWD, the Engineer, and the Contractor and his Superintendent.
- 2.10 Verification. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and the site conditions, and check and verify all figures, dimensions, and quantities shown thereon and all field measurements and actual site conditions, and shall bear all costs for any error in the Work resulting from his failure to so compare and verify. He shall at once report in writing to SLVWD any error in which he may discover and shall

not perform
or construct any of the Work affected thereby until an interpretation or clarification has been issued pursuant to Paragraph 32. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, the Work, locality, and local conditions that may in any manner affect the Work to be done, and represents that he has visited the site and correlated his observations with the requirements of the Contract Documents.

- 2.11 Qualifications of Subcontractors and Suppliers.
- 2.11.1 Listing. The listing of Subcontractors shall be submitted with the Bid as required by the instructions to Bidders and the Bid Form.
- 2.11.2 Revision of Listing. No change or revision shall be made to the list nor shall any other Subcontractor, person, or organization not named in the accepted list be employed on or for the Work without SLVWD's consent, the issuance of an appropriate Modification, and at no additional cost to SLVWD.
- 2.12 Starting the Work. The Contractor shall start the Work not later than the date stated in the Notice to Proceed, which date will be the first day of the Contract Time. Unless otherwise provided in the Bidding Requirements, the date so stated for the Work to start will be the tenth day from the date of the Notice to Proceed. SLVWD reserves the right to delay issuance of the Notice to Proceed for a period not to exceed sixty (60) calendar days after the date the Contract Agreement is executed, unless otherwise provided in the Bidding Requirements, and no additional payment will be made to the Contractor on account of such delay.
- 2.13 Contractor's License. Contractor shall possess a Class 'A' Contractor's License at the time of bid submission and award of the Contract, unless otherwise specified in the Notice Inviting Bids. Contractor shall fill out and execute the Contractor's Licensing Statement. (See Section 00406.)
- 2.14 Registration with DIR. Subcontractors must be registered with the DIR and have paid the annual fee pursuant to Section 1725.5 of the California Labor Code.

ARTICLE 3 – INTENT AND INTERPRETATION OF CONTRACT DOCUMENTS

- 3.1 Intent of the Contract Documents. The Contract Documents are complementary and what is called for by one is as binding as if called for by all. Any Work that may be reasonably inferred from the Specifications as being required to produce the intended result shall be provided by the Contractor whether or not it is specifically called for. The Contractor shall furnish and pay for all labor, supervision, materials, equipment, transportation, construction equipment and machinery, tools, appliances, water, fuel, power, energy, light, heat, utilities, telephone and communications, temporary and sanitary facilities, storage, protection, safety provisions, and all other facilities, services, and incidentals of any nature whatsoever necessary for the satisfactory and acceptable execution, testing,

initial operation, and completion of the Work in accordance with the Contract Documents, ready for use, occupancy or operation by SLVWD.

- 3.2 Interpretations. Written clarifications of interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, will be issued with reasonable promptness by SLVWD and in accordance with any schedule agreed upon. Such clarifications or interpretations shall be consistent with or reasonably inferable from the intent of the Contract Documents and shall become a part thereof, and may be affected by Field Order. If the Contractor believes that a written clarification or interpretation entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Paragraph 16.4.

Pursuant to this section of the General Provisions, the Contractor shall use the Request for Clarification Form, included herein (at the end of the General Provisions section), for submittal of inquiries and requests for information or clarification of the Contract Documents.

- 3.3 Organization of Specifications. Except where a particular item or type of equipment is specified or otherwise required to be assembled of various components under the coordination and responsibility of one manufacturer or supplier (sometimes referred to or specified as until responsibility), the organization of the Specifications into Division, Sections, Articles, and paragraphs, the listing of the Work included and not included in the various sections of the Specifications, shall not control the Contractor in dividing the Work among Subcontractors nor establish the extent of Work to be performed by any trade.

- 3.3.1 Specification Titling and Arrangement. The Article and paragraph titles and other identifications of subject matter in the Specifications are intended as an aid in locating and recognizing various requirements. Except where titling forms are part of the text, such as the beginning words of a sentence or establishes the subject of an Article or paragraph, the titles are subordinate to and do not define, limit, or otherwise restrict the Specifications test. Underlining or capitalizing of words in the text does not signify or mean that such words convey special or unique meanings having precedence over any other part of the Contract Documents. The Specification text shall govern over titling and shall be understood to be and interpreted as a whole. The order of Articles, paragraphs, and subparagraphs is established by the alpha-numeric or similar system employed in the text.

- 3.3.2 Specification Language. Words or phrases requiring an action or performance, such as perform, provide, install, furnish, erect, connect, test, operate, and adjust, shall be understood to include the meaning of the phrase "The Contractor shall" unless otherwise specified. The requirements of the Specifications apply to all Work of the same type, kind, and class even though the word "all" may not be stated. The usage and meaning of various words and phrases employed in the Specifications and herein are as follows, and shall be understood to apply to the future, present, and

past tenses according to the context.

- 3.3.2.1 References to Specifications. The words indicated, shown, detailed, noted, scheduled, illustrated, and words of like import shall mean that reference is made to the Specifications unless stated otherwise.
- 3.3.2.2 Directives. The words directed, direction, designated, selected, and words and phrases of like import shall mean that the direction, designation, selection, or like action of SLVWD is intended unless stated otherwise.
- 3.3.2.3 Submittals. The words submit, submittal, submission, and words of like import shall be understood to include the meaning of the phrase "Submit to SLVWD for approval" unless stated otherwise.
- 3.3.2.4 Equals and Approvals. The words equal, approved equal, equivalent, and words and phrases of like import shall be understood to be followed by the expression "in the opinion of SLVWD" unless stated otherwise. The words approval, acceptable, acceptance, satisfaction, and words of like import shall mean that the approval, acceptance, or satisfaction of SLVWD is intended unless stated otherwise.
- 3.3.2.5 Perform. The word perform shall mean that the Contractor shall perform all operations required to complete the mentioned action or Work in accordance with the intent of the Contract Documents.
- 3.3.2.6 Provide. The word provide shall mean that the Contractor shall furnish and install the mentioned Work, complete in place, connected, and ready for use by SLVWD in accordance with the intent of the Contract Documents, except the words providing and provided may mean "contingent upon" and the phrase "as provided in" may mean "in accordance with" where such is the context.
- 3.3.2.7 Required. The word required and words of like import shall mean "as required to complete the Work" and "as required by SLVWD" according to the context, unless stated otherwise.
- 3.3.2.8 Technical Words. Work, materials, or equipment described in words which so applied have a well-known trade or technical meaning shall be deemed to refer to such recognized meanings.
- 3.4 Reference or Standard Specifications. Specifying in the Contract Documents by reference to standard or reference type specification documents or to another part of the Contract Documents shall have the same force and effect as if the document or portion referred to were exactly repeated at the place where reference is made. In case of conflict between any applicable code, law, ordinance, rule, regulation, or order and the referenced standard or reference Specification Documents, the Contractor shall conform to the most restrictive requirement provided such conformance is lawful. Standard or reference Specification Documents incorporated into the Contract Documents by reference shall be those in effect on the date shown at the end of the Notice Inviting

Bids. The Contractor, Subcontractors, Sub-subcontractors, and suppliers of materials and equipment for the Work shall be fully familiar with the referenced documents. Abbreviations specified to indicate or identify standard or reference specification documents, such as ASTM, ANSI, AWWA, and ASME, shall be interpreted according to their well-known technical and trade meanings and usage.

Work conducted in conjunction with the Contract shall conform to the requirements of the Caltrans Standard Specifications, latest edition, unless otherwise indicated or directed in the Contract Documents included herewith.

- 3.5 Precedence of Documents: It is the intent of the Contract Documents to provide the SLVWD with complete and fully operational facilities as indicated and specified. All information conveyed by the Contract Documents shall be construed to that effect, and shall be performed to that effect.

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work; provided, however, that in resolving conflicts, errors, omissions, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- Permits;
- Applicable Codes;
- Change Orders;
- Approved Revisions to the Contract Documents;
- Addenda;
- Special Provisions;
- Notice Inviting Bids;
- Information for Bidders;
- Contract Agreement;
- California State Requirements/Supplementary General Conditions;
- General Provisions;
- Technical Specifications;
- Standard Drawings;
- SLVWD Standard Specifications and Drawings;
- Referenced Standard Specifications and Drawings.

ARTICLE 4 – TIME

- 4.1 Time Limits. All time limits stated in the Contract Documents are of the essence of the Contract Agreement.
- 4.2 Time of Performance. The Contractor shall construct and complete the Work, including final clean up, final inspection, and final acceptance of the Work, within the Contract Time. It is expressly understood and agreed, by and between SLVWD and the Contractor, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

- 4.3 Extension of Contract Time. If the Work is not completed within the Contract Time and any previously authorized extensions thereof, SLVWD may extend the Contract Time at his discretion and, if so extended, the Contractor shall pay to SLVWD all or any part, as SLVWD may deem just and proper, of the actual costs incurred by SLVWD due to such extension and that are directly related to the Work including the cost of additional engineering, consultant or professional services, tests, inspections, painting inspections, supervision, administration, and other incidental and overhead expenses, and the Change Order authorizing such extension of the Contract Time will effect an appropriate reduction in the Contract Price.
- 4.4 Delays and Liquidated Damages. If the Work is not completed within the Contract Time, or within any period of authorized extension thereof, it shall be understood and agreed that SLVWD will suffer damage solely by reason of delay. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to SLVWD, as fixed and liquidated damages and not as a penalty, the amount stated in the Bidding Requirements, unless otherwise provided or agreed by the parties. Payment shall be made for each calendar day of delay until the Work is completed and accepted; and the Contractor and his surety shall be liable for the amount thereof, except the Contractor will not be charged liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond their control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the Public enemy, acts of the Government, acts of SLVWD including any preference, priority, or allocation order duly issued by SLVWD, acts of another contractor in the performance of a contract with SLVWD, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. The Contractor shall, within ten (10) work days from the beginning of any such delay, notify SLVWD in writing of the cause of the delay, whereupon SLVWD will ascertain the facts and the extent of the delay and extend the time for completing the Work when in SLVWD's judgment the findings of fact justify such an extension, and SLVWD's findings of fact thereby shall be final and conclusive on the parties hereto. It is understood and agreed that such liquidated damage provision does not limit SLVWD with respect to any other damage capable of ascertainment. The Contractor hereby acknowledges and agrees that the Engineer and other professionals, consultants, and specialists appointed or employed by SLVWD for the Work will suffer damages as a result of any unauthorized delay in completion of the Work and accepts the liability and responsibility for these damages as damage to SLVWD that is capable of ascertainment. (See Supplementary Conditions, Section 00800)

ARTICLE 5 – LANDS, CONDITIONS, AND LAYOUT

- 5.1 Land and Rights-of-Way. SLVWD will furnish and pay for the land, easements, and rights-of-way for the facilities to be installed. The Contractor shall obtain consents from the property owners, make all necessary arrangements, and pay all costs for additional land areas or access required by him during the course of construction outside the limits of the land, easements, and rights-of-way furnished by SLVWD, without liability to SLVWD.
- 5.2 Data Furnished by SLVWD. Upon written request, SLVWD will furnish to the

Contractor a copy of all available boundary surveys and subsurface investigations.
(See Section 00800.)

- 5.3 Subsurface Conditions. SLVWD has conducted a Geotechnical Investigation for the Work, included in the Appendix. Neither SLVWD or the Engineer warrant or guarantee the accuracy or adequacy of any such report or any data, statements, opinions, recommendations, or conclusions therein, nor shall SLVWD or the Engineer be responsible or liable for any loss sustained by the Contractor because of any variance between the conditions indicated in or deduced by the Contractor from such a report or the Contract Documents and the actual conditions encountered in the Work. The Contractor shall make such subsurface investigations he/she may require to establish the true nature of the subsurface conditions affecting the Work, the difficulties which may be encountered (including subsurface rock or other obstacles), and the de-watering or other operations which may be required to complete the Work. No additions or extra payment will be made to the Contractor on account of any subsurface conditions whether or not known or latent, include rock. This paragraph shall be construed in accordance with Public Contract Code Section 7104 and Government Code Section 4215; to the extent such provisions may apply.
- 5.4 Laying Out the Work. The Work shall be laid out in accordance with the following. Laying out work is the sole responsibility of the Contractor. The Contractor shall immediately notify SLVWD of any potential or real conflicts. The Contractor is responsible for preservation of his/her layout work and reference points.
- 5.4.1 Surveys. Property and boundary surveys will be established by SLVWD and the Contractor shall furnish to SLVWD such assistance and materials as SLVWD may require. The Contractor shall carefully preserve all survey stakes, reference points, bench marks, and monuments. Should any stakes, points, or benches be removed or destroyed by any act of the Contractor or his employees, they may be reset at the Contractor's expense. Any expense incurred in replacing permanent monuments which the Contractor may have failed to preserve shall be borne by the Contractor unless the removal of the monuments is required by the Contract Documents.
- 5.4.2 Lines and Grades, Setting Stakes. The Contractor shall give at least five (5) work days' notice in writing when he/she will require the services of SLVWD for laying out any portion of the work. Elevations shown for various part of the Work refer to the Datum Bench Mark which will be established by SLVWD near the site. SLVWD will establish the necessary base lines and grades at the surface of the ground and at convenient locations for the construction of the Work. The base line for pipeline construction will be parallel to and offset from the position of the pipeline. From the established base lines and grades, the Contractor shall extend the necessary lines and grades for construction of the Work and shall be responsible for the correctness of same. The Contractor shall preserve all stakes set for lines, grades, or measurements of the Work in their proper places until authorized to move them by SLVWD. Any expense incurred in replacing said stakes which the Contractor may have failed to preserve shall be borne by the Contractor.

- 5.4.3 Preparation. Prior to setting out the work, the Contractor shall have all utility lines located and marked in the field and shall have all right-of-ways cleared, graded, and ready for construction activities.

ARTICLE 6 – BONDS, INSURANCE, AND INDEMNITY

- 6.1 Bonds. The Contractor shall furnish performance and payment Bonds for the faithful performance and payment of all his obligations under the Contract Documents. Each Bond shall be in penal sums at least equal to the Contract Price unless otherwise stated in the Bidding Requirements, and in such form and with such sureties as are acceptable to SLVWD. Prior to execution of the Contract Agreement SLVWD may require the Contractor to furnish other Bonds in such form and with such sureties as SLVWD may require. Sureties, to be acceptable to SLVWD, shall be legally authorized to do business in the State and jurisdiction where the Work is to be constructed and shall have assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The bidder shall also be required to submit along with the proposal and bond the following documents:

- a) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.
- b) A certified copy of the authority of the insurer by the Insurance Commissioner.
- c) Proof that the Surety is named in the current list of "Surety Companies Acceptable On Federal Bonds" as published by the United States Treasury Department.
- d) Proof that the Surety has an "A" policyholder's rating and a financial rating of at least Class VII in accordance with the most current rating by A.M. Best Company.

The performance bond shall remain in full force and effect for the entire guarantee period as provided in Paragraphs 19.1 and 19.2. If such Bonds are required by written instructions given prior to the opening of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they will be paid by SLVWD. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State or jurisdiction in which

the Work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, the Contractor, within ten (10) work days after notice by SLVWD to do so, shall substitute an acceptable Bond or Bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to SLVWD. The premium on such Bond or Bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made to the Contractor until the new surety or sureties shall have furnished an acceptable Bond or Bonds to SLVWD.

- 6.2 Insurance. No Work shall be done under these Contract Documents unless there is in full force and effect during and until final acceptance of the Work, and thereafter as provided in subparagraph 6.2.1, all the insurance required to be furnished by the Contractor under this Article. The Contractor shall procure and maintain 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. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from his operations or the operations of any Subcontractor or Sub-subcontractor under him.
- 6.2.1 Carriers and Evidence. All insurance policies shall be with such insurance carriers and in such form as is satisfactory to and approved by SLVWD. The Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to SLVWD. Contractor shall file with SLVWD a Certificate of Insurance for each policy required of him, and shall submit the actual insurance policies to SLVWD for inspection if requested or so required herein. Any insurance bearing on the adequacy of performance shall be maintained by the Contractor after final acceptance of the Work for the entire guarantee period as provided in Paragraphs 19.1 and 19.2. If the Contractor fails to maintain the required insurance, in whole or in part, SLVWD may secure and pay the premiums for such insurance and the Contractor shall pay to SLVWD such premium costs SLVWD may so incur in accordance with Paragraph 20.12.
- 6.2.2 Additional Insureds, Primary Insurance. SLVWD, its officers, officials, directors, employees, and volunteers shall be included as an additional insured in all insurance policies to be maintained by the Contractor, including comprehensive general liability and auto policies 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. Such other persons or organizations as SLVWD may designate shall also be included as additional insureds. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The insurance afforded to the additional insureds shall be primary as respect to SLVWD, its officers, officials, directors, employees, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance to be maintained by the Contractor shall be primary and the amount of the insurance to be maintained by the Contractor shall not be reduced or prorated by the existence of such other insurance. Any insurance or self-insurance maintained by SLVWD, its officers, officials, directors, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Exclusions in the insurance policies to be maintained by the Contractor are subject to the approval of SLVWD.
- 6.2.3 Noncancellation Clause and Renewals. All insurance policies required of the Contractor shall contain or be endorsed to contain a provision that the coverage

afforded under the policies will not be canceled or changed until at least thirty (30) calendar days' prior written notice (ten (10) days for non-payment) has been given to SLVWD by registered or certified mail. Exact copies of renewal policies or endorsement extensions of previous policies shall be delivered to SLVWD by the Contractor prior to the expiration date of any of the insurance.

6.2.4 Indemnification. The Contractor shall indemnify, defend, and save harmless SLVWD, its officers, officials, directors, employees, and volunteers and each of them from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against any of them by reason of any act or omission of the Contractor, his agents or employees, or of any Subcontractor or Sub-subcontractor relating to or arising out of the execution of the Work, excepting that caused by the active negligence, sole negligence, or willful misconduct of SLVWD. The Contractor shall maintain and pay for such insurance as will protect SLVWD from any and all contingent liability under the Contract Agreement and a copy of such insurance policy shall be filed with SLVWD.

6.2.5 Workers' Compensation and Employer's Liability Insurance. The Contractor shall maintain or cause to be maintained an adequate workers' compensation insurance, including occupational disease provisions, under the laws of the State where the Work is located and employer's general liability insurance for the benefit of his employees and the employees of any Subcontractor or Sub-subcontractor under him not protected by such compensation laws. The Contractor shall maintain Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. The workers' compensation insurance shall include an All States endorsement, a voluntary compensation endorsement, a marine workers and a longshoreman's and harbor workers endorsement where applicable to the Work, and an endorsement waiving subrogation against the Contractor and SLVWD for all work performed by the Contractor, its employees, agents, and subcontractors.

The Contractor shall execute the Contractor's Certificate Regarding Workers' Compensation pursuant to Section 1881 of the California Labor Code. (See Section 00662.)

6.2.6 Public Liability and Property Damage Insurance. The Contractor shall maintain or cause to be maintained public liability and property damage insurance in commercial general liability policy form to protect the Contractor against claims or loss from liability imposed by law from damages which may arise out of or result from the Contractor's operations under the Contract Agreement, whether such operations be by himself or by any Subcontractor or any Sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, on account of bodily injury, sickness, or disease, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons resulting directly or indirectly from said operations, and against claims or loss from liability imposed by law for damage to any property caused directly or indirectly by said operations, which insurance shall also cover accidents arising out of the use and operation of automobiles, trucks, and

other vehicles on or for the Work whether or not owned by those performing said operations and, further, shall include operations and premises coverage, contractual liability and indemnification agreement coverage, and products and completed operations coverage. The insurance required of the Contractor under this subparagraph shall remain in full force and effect for the entire time of the Contractor's guarantee. Unless otherwise stated in the Supplementary Conditions, the coverage amount of said insurance shall be not less than the following:

Commercial General Liability: Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than Five Million Dollars (\$5,000,000) per accident for bodily injury and property damage.

Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if the project involves environmental hazards) with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.

- 6.2.7 Property Insurance. The Contractor shall maintain or cause to be maintained, until the Work is accepted by SLVWD, Builders' Risk "All-Risk" Completed Value Insurance coverage including earthquake and flood upon the entire Work and including completed Work, Work in progress, and materials and equipment in transit or storage for the Work, to the full value thereof and no coinsurance penalty provisions. Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name SLVWD as loss payee as their loss may appear. This insurance shall include the interests of SLVWD, the Contractor, and the Subcontractors and Sub-subcontractors in the Work. Such insurance may have a deductible clause with a maximum Five- Thousand Dollar (\$5,000) deductible unless otherwise stated in the Supplementary Conditions. Any insured loss is to be adjusted with SLVWD and made payable to SLVWD as trustee for the insureds as their interests may appear. SLVWD and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this subparagraph, except such rights as they may have to the proceeds of such insurance held by SLVWD as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors. If after such loss no other special agreement is made, replacement of damaged Work may be covered by an appropriate Change Order. Under the contract documents, the property insurance shall include coverage against the perils of flood and earthquake. (See Section 00800.)

If the project does not involve new or major reconstruction, at the option of SLVWD, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes,

machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation, and testing at SLVWD's site.

6.2.7.1 Responsibility for Work.

- 1) Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site and all materials and equipment until completion and acceptance of the Work, unless such loss or damage results from the sole active negligence of SLVWD, or its representatives, and as otherwise hereinafter provided for in Paragraphs 6.2.7.1.2 and 6.2.7.1.3.
- 2) As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to Work determined to have been approximately caused by an Act of God, in excess of five percent (5%) of the contract price, provided that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications as set forth in this Contract.

The Contractor shall obtain insurance to indemnify SLVWD for any damage to the Work caused by an Act of God if the premium of said insurance coverage is called for as a separate bid item in the Schedule of Quantities and Prices.

The Contractor's Installation All Risk Insurance shall be provided covering value of the Work and all materials and equipment to be incorporated therein while at the site and during inland transit insuring to the replacement value, subject to the deductible not to exceed \$5,000 for any single loss. This insurance shall also contain an insurer's waiver of subrogation against SLVWD. This insurance shall specifically cover losses due to earthquake.

- 3) As provided in Section 7105 of the California Public Contract Code, the term "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on a Richter Scale and tidal waves.
- 4) Pursuant to provisions of Section 7105 of the Public Contract Code SLVWD reserves the right to make changes in this Contract in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by State or Federal statutes and regulations enacted after this Contract has been awarded or entered into. In such cases, the Contractor shall be paid for the changes in accordance with the provisions of the Contract governing payments for changes in the Work, or if such relevant provisions are not set forth in this Contract, payment shall be as agreed to by the parties pursuant

to procedures under this Contract. SLVWD further reserves the right to terminate the contract pursuant to provisions provided herein for environmental considerations as may be allowed under Section 7105.

- 6.3 Loss of Use Insurance. SLVWD may purchase and maintain such insurance as will insure SLVWD against loss of use of SLVWD's property due to fire or other hazards or permits, however caused.
- 6.4 Loss or Damage and Indemnity Agreement. The Contractor shall be responsible for any liability imposed by law for any damage to the Work or any part thereof or to any of the materials or other things used in performing the Work or for injury to any person or persons or for any property damage. The Contractor shall indemnify and hold SLVWD, its officers, officials, directors, employees, and volunteers and each of them harmless against any and all liability, claims, loss or injury, including costs, expenses, and attorney's fees incurred in the defense of same, arising from any allegation, whether groundless or not, of damage or injury to any person or property resulting from the performance of the Work or from any material used in the Work or from any condition of the Work or Work site, or from any cause whatsoever during the process of the Work. Said indemnity includes acts of passive negligence of SLVWD, its officers, officials, directors, employees, or volunteers. This indemnity agreement does not extend to one whose sole negligence or willful misconduct caused injury or damage.
- 6.5 Nonlimitation of Indemnity Agreements. The indemnification obligations of the Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or Sub- subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.6 Occurrence Coverage. Coverage required by this Contract shall be occurrence coverage.
- 6.7 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by SLVWD. At the option of SLVWD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SLVWD, its officers, officials, directors, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to SLVWD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 6.8 Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- 6.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein unless otherwise agreed to in writing by SLVWD prior to commencement of work by such subcontractor.

- 6.10 Verification of Coverage. Contractor shall furnish SLVWD with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by SLVWD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. SLVWD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

ARTICLE 7 – SUPERVISION AND SUPERINTENDENCE

- 7.1 Contractor's Supervision. The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for means, methods, techniques, procedures, and sequences of construction. The Contractor shall coordinate all parts of the Work and shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 7.2 Superintendent. The Contractor shall keep on the Work at all times during its progress a competent resident English speaking Superintendent satisfactory to SLVWD, who shall not be replaced without ten (10) work days' written notice to SLVWD except under extraordinary circumstances. The Superintendent shall be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications, instructions, and directions given to the Superintendent shall be as binding as if given to the Contractor. Whenever the Contractor or the Superintendent is not present on a part of the Work where SLVWD wishes to give orders or directions, the orders or directions shall be received and obeyed by the Foreman in charge of that part of the Work the same as if the order or direction had been given to the Contractor or the Superintendent. Any order or direction given by SLVWD not otherwise required to be in writing will be given or confirmed in writing upon request of the Contractor.

ARTICLE 8 – CONSTRUCTION PROCEDURES AND PROTECTION

- 8.1 Contractor's Plant and Equipment. The Contractor shall furnish modern plant and equipment as necessary to perform the Work in a manner satisfactory to SLVWD and in accordance with the Contract Documents, types and designs that comply with the requirements of Article 13 and with the requirements prescribed by laws, ordinances, codes, rules, regulations, and orders pertaining to wind and seismic forces at the place of the Project. Construction equipment or machinery that at any time produces unsatisfactory results shall be promptly repaired or replaced by the Contractor and as SLVWD may require.
- 8.2 Use of Site. The Contractor shall confine his equipment, the storage of materials and equipment, and the operations of those directly and indirectly employed by him to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with materials and equipment. Nothing in the Contract Documents shall grant to the Contractor exclusive occupancy of the site of the Work and Project.

- 8.3 Overloading. No part of the Work or new and existing structures, scaffolding, shoring, sheeting, construction machinery and equipment, or other permanent and temporary facilities shall be loaded with weights or subjected to stresses or pressures that endanger any of them. The Contractor shall bear the cost of correcting damage caused by overloading or excessive stresses or pressures.
- 8.4 Use of Explosives. The use of explosives for any and all purposes is not permitted for the Work under this Contract.
- 8.5 Cutting and Patching. The Contractor shall perform all cutting, fitting, or patching of the Work that may be required to make its several parts fit together properly and satisfactorily, and shall not endanger any Work, structures, adjacent property, workmen, or the public by cutting, excavating, or otherwise altering the Work or any part of it. The Contractor shall restore all such cut or patched Work and improvements as approved by SLVWD.
- 8.6 Verification of Installed Work. The Contractor shall correct all defects in installed Work of the Contract before subsequent related or connected Work is applied or installed. Where the Contract Documents require a material or item of equipment to be applied or installed under the supervision, inspection, or direction of the supplier or manufacturer, or his representative, the supplier, manufacturer, or his representative shall inspect the applicable installed Work and issue a letter to SLVWD stating the corrections required to or approval of the installed Work before his material or equipment is installed or applied.
- 8.7 Manufacturers' Instructions. Unless otherwise provided in the Contract Documents, the Contractor shall apply, install, erect, connect, use, clean, condition, and operate manufactured articles, materials, and equipment in accordance with the various manufacturers' instructions including those in the instruction manuals required in Paragraph 12.7 and other instructions required in Paragraph 12.8. The Contractor shall compare the requirements of the various manufacturers' instructions with the requirements of the Contract Documents, shall promptly notify SLVWD in writing of any difference between such requirements, and shall not proceed with any of the Work affected by such differences until an interpretation or clarification is issued pursuant to Paragraph 3.2. The Contractor shall bear all costs for any error in the Work resulting from his failure to so compare the various requirements and notify SLVWD of any such differences.
- 8.8 Public Convenience. The Contractor shall at all times so conduct his operations as to ensure the least possible obstruction and inconvenience to traffic and the general public and the residents in the vicinity of the Work, to protect persons and property, and to preserve access to driveways, houses, and buildings. The Contractor shall have under construction no greater amount of Work than he can properly perform with due regard to the rights of the public, and shall not create any public nuisance. No road, street, or highway shall be closed to the public except with the permission of the proper authorities. Where existing streets are not available as detours, the Contractor shall permit traffic to safely pass through the Work with as little delay and inconvenience as possible, unless otherwise authorized by SLVWD. When a section of new surfacing, paving, or a

traffic structure intended for public use has been completed, it shall be opened for use at the request of SLVWD. The Contractor shall furnish competent flagmen whose sole duty shall be the directing of traffic through or around the Work when ordered by SLVWD, required by public authorities having jurisdiction, or required by law. At no time shall the Contractor prevent free access to fire hydrants, water and gas main valves, manholes or vaults, or other utility facilities. The Contractor shall make temporary provisions to ensure the use of walkways and sidewalks and the proper functioning of gutters, sewer and storm drain inlets, and ditches, which shall not be obstructed.

8.9 Protection. The Contractor shall take all precautions and furnish and maintain protection to prevent damage, injury, or loss to all employees and workmen on the Work and all other persons who may be affected thereby; all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and other improvements and property at the site or where Work is to be performed including buildings, trees and plants, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, conduits, pipe lines, and improvements within or adjacent to streets, rights-of-way, or easements, except those items required to be removed by the Contractor in the Contract Documents. The Contractor's protection shall include all the safety precautions required under Article I3 and other necessary forms of protection, and the notification of SLVWD of utilities and adjacent property.

8.9.1 Utilities and Substructures. The indication of the type and approximate location of existing utilities and substructures in the Contract Documents represents a diligent search of known records, but the accuracy and completeness of such indications are not warranted by SLVWD or the Engineer and utility structures and services not so indicated may exist. Before commencing any excavations, the Contractor shall investigate, determine the actual locations, and protect the indicated utilities and structures, shall determine the existence, position, and ownership of other utilities and substructures in the site or where the Work is to be performed by communication with such owners, search of records, or otherwise, and shall protect all such utilities and substructures. SLVWD has indicated on the Plans and Specifications with reasonable accuracy the location of main or trunk line utilities located on the site of project. The Contractor shall be compensated for reasonable costs of locating and repairing any such facilities if not located with reasonable accuracy unless Contractor has failed to exercise reasonable care. Contractor shall not be assessed liquidated damages for delay caused by the failure of SLVWD to provide for the removal, relocation, or protection of such utilities not identified in the Plans and Specifications. The Contractor shall verify the actual location and depth by "pot-holing" of each utility. This paragraph shall be construed in accordance with Government Code Section 4215.

8.9.2 Maintenance of Facilities. Unless otherwise provided in the Contract Documents or otherwise cared for by SLVWD thereof, all water, gas, oil, or irrigation drainage lines and house connection lines, sprinkling systems, and other subsurface, surface and overhead structures of any nature along the Work shall be maintained by the Contractor at his expense, and shall not be disturbed, disconnected, or damaged by him during the progress of the Work. The Contractor shall install temporary pipes of

adequate size to carry off sewage from any sewer facilities cut off by construction operations. Installation of temporary pipes shall be made immediately upon cutting of the existing facility, and no sewage shall be allowed to flow from any severed facility upon the ground surface or in the trench excavation. Pipe used in temporary sewers may be clay, metal, concrete, or composition. Before completion of Work, the Contractor shall replace all severed connections and restore to operating order the existing sanitary facilities with matching materials and construction. No liquid from any severed facility shall be allowed to flow upon the ground surface or in any excavation.

8.9.3 Restoration and Repair. Except for those improvements and facilities required to be permanently removed by the Contract Documents, the Contractor shall make satisfactory and acceptable arrangements with the appropriate owners and, at his expense, shall repair and restore all improvements, structures, property, utilities, and facilities disturbed, disconnected, or damaged as a result or consequent of his Work or the operations of those for whom he is responsible or liable, including that caused by trespass of any of them with or without his knowledge or consent, or by the transporting of workmen, materials, or equipment to or from the site.

8.9.4 Protection of Workers in Trench Excavations. (See California State Requirements, Section 00800CA, Paragraph L.)

8.10 Utilities.

8.10.1 Water Supply. The Contractor shall not draw water from any fire hydrant or service, nor operate any valve or control of any water system without the written permission of SLVWD thereof, and a copy of each written permission shall be filed with SLVWD.

8.10.2 Temporary Utility Interruptions. If the temporary interruption of utility services is necessary for the prosecution of the Work, the Contractor shall make all arrangements with the utility owners and pay all fees and charges levied by them for the interruptions, and shall notify the affected users at least twenty-four (24) hours in advance of the probable duration of interruption unless such notice is given by the appropriate utility owner.

8.10.3 Temporary Removal or Maintenance. If it should be necessary to move or temporarily maintain the property of any public utility or other property, the cost of which because of the terms of any franchise or for any other reason must be borne by SLVWD thereof, such owner will, upon proper application by the Contractor, be notified by SLVWD to move or temporarily maintain such property until after the expiration of the time required for the Work. SLVWD, public authorities having jurisdiction, and SLVWDs of public utilities and franchises shall have access to any street, alley, right-of-way, or easement for the purpose of maintaining or of making repairs or changes in property made necessary by the Work.

ARTICLE 9 – LABOR, MATERIALS, AND EQUIPMENT

9.1 Workman. The Contractor shall at all times enforce strict discipline and good order

among his employees and those of any Subcontractor or Sub- subcontractor, and shall not employ on the Work any unfit person or anyone not skilled and experienced in the assigned task. All Superintendents and foremen shall be English-speaking. Any Superintendent, foreman, laborer, or other person employed on the Work who fails or refuses to perform the Work in the manner required by the Contract Documents shall be discharged immediately and such person shall not again be employed on the Work. When required in writing by SLVWD, the Contractor, Subcontractor, or Sub-subcontractor shall discharge any person who is, in the opinion of SLVWD, incompetent, unfaithful, disorderly, or otherwise unsatisfactory. Such discharge shall not be the basis of any claim for compensation or damages against SLVWD or the Engineer.

- 9.2 Workmanship. The quality of workmanship produced by skilled, knowledgeable, and experienced journeymen mechanics and artisans is required for the Work; Particular attention shall be given to the appearance and finish of exposed Work. The decision of SLVWD with regard to the quality and adequacy of workmanship shall be final and binding.
- 9.3 Materials and Equipment. All materials and equipment incorporated in the Work shall be new unless otherwise specified. Materials and equipment not covered by detailed requirements in the Contract Documents shall be of the best commercial quality, suitable for the purpose intended, and approved by SLVWD prior to use in the Work. The Contractor shall provide proper storage facilities and exercise such measures as will ensure the preservation of the required quality and fitness of all materials and equipment. Materials or equipment not conforming to the requirements of the Contract Documents shall be rejected and immediately removed from the site of the Work. Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor or Sub-subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 9.3.1 Plurality of Terms. Where materials or equipment are referred to in the singular number, it is intended unless otherwise limited that such reference shall be applied to as much material or equipment as is required to complete the Work.
- 9.3.2 Optional Materials. Where any material or equipment item is specified by two or more manufacturer's name or proprietary identifications, the Contract may provide any one of the materials or equipment so specified. Only one brand, kind, or make of material or equipment shall be used for each specific purpose throughout the Work notwithstanding that similar material or equipment of two or more manufacturers may be specified for the same purpose.
- 9.3.3 Space Requirements and Arrangement. The Contractor shall ensure that the materials and equipment to be furnished fit the space available, and shall make the necessary field measurements to ascertain space requirements including those for connections. If material or equipment requiring arrangement or connections different from those required by the Contract Documents is approved by SLVWD, the Contractor shall bear all costs for installing the material or equipment and for changes to adjoining or related Work SLVWD may require.

- 9.3.4 Materials Furnished by SLVWD. Material or equipment to be furnished by SLVWD will be supplied in accordance with the Specifications.

- 9.4 Substitutions and Equals. References in the Contract Documents to any material, item of equipment, or type of construction by manufacturer's name, make, catalog number, or other proprietary identification shall be interpreted as establishing a standard of quality. If the Contractor wishes to furnish or use a proposed substitute or equal material, item of equipment, or type of construction, he shall make written application to SLVWD for approval, certifying in writing that the proposed substitute or equal will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified, and stating all variations in costs pertaining to the application. No proposed substitute or equal shall be ordered or installed without the written approval of SLVWD, and it shall be understood and agreed that the decision of SLVWD in this matter shall be final and binding.

Prior to the receipt of Bids, requests for consideration of proposed substitute or equal materials or equipment shall comply with the Bidding Requirements. After receipt of Bids, if the Contractor should wish to propose a substitute or equal item for any specified by brand or trade name, within five (5) work days after issuance of the Notice of Award, he shall in writing notify SLVWD of his intent to do so and at that time submit to SLVWD an itemized list of the item or items he proposes setting forth the various manufacturers' names and such other information he has available. Unless this notification is given within the time stated, the Contractor shall provide only the items specified by brand or trade name. If notification is so given to SLVWD, within thirty-five (35) work days after issuance of the Notice of Award, the Contractor shall supply data to SLVWD to substantiate the proposed substitution or equal. SLVWD will then decide whether the proposed substitution or equal is in fact equal in quality and utility to the specified trade or brand name items. It is agreed that the decision of SLVWD in this matter shall be final.

- 9.4.1 Use of Approved Substitutions or Equals. The Contractor's use of approved substitutions or equals shall in no way relieve the Contractor from compliance with the Contract Documents. The Contractor shall bear all extra expense resulting from providing or using approved substitutions or equals where they affect the adjoining or related Work, including the expense of required engineering, redesigning, drafting, and permits where necessary, whether SLVWD's approval is given before or after receipt of Bids.

The Contractor shall approve engineering costs for review and evaluation of substitutions or equals prior to the performance of the engineering work using the form titled, "Authorization of Engineering Costs for Evaluation of Substitutions and Equals", bound herein (at the end of the General Provisions section of these Specifications). SLVWD's Representative will not perform the submittal review until the authorization form is signed and returned by the Contractor. If the Contractor does not provide this authorization, the submittal will be rejected.

The Contractor shall approve engineering costs associated with redesign of

adjoining or related Work caused by substitutions or equals prior to the performance of the engineering work using the form titled "Authorization of Engineering Costs for Redesign Due to Substitutions or Equals", bound herein (at the end of the General Provisions section of these Specifications). SLVWD's Representative will not perform the redesign until the authorization form is signed and returned by the Contractor. If the Contractor does not provide the required authorization, the submittal which created the need for redesign will be requested.

SLVWD, at its own discretion, will deduct the authorized costs from the Contractor's monthly progress payment or will require direct payment of the authorized amounts by the Contractor to SLVWD's Representative providing the evaluation and/or redesign services.

- 9.4.2 Unauthorized Substitutions. If substitute materials or equipment are installed without SLVWD's approval, the Contractor shall remove the unauthorized materials or equipment and install those required by the Contract Documents at his expense.

ARTICLE 10 – SUBCONTRACTORS

- 10.1 Responsibility for Subcontractors. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors, Sub-subcontractors, and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Under these Contract Documents, no Subcontractor or Sub-subcontractor will be recognized as such, and all persons and organizations engaged by the Contractor for the furnishing or installing of any part of the Work, either at the site or elsewhere, are considered as and agreed to be employees of the Contractor except with regard to insurance as provided in Article 6 and except with regard to payment as provided in Article 20. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor, Sub-subcontractor, or any person directly or indirectly employed by them, and SLVWD and the Engineer. The Contractor will be responsible for ensuring that the Subcontractor and any Sub-Subcontractor is registered with the DIR as required by Section 1725.5 of the California Labor Code.
- 10.2 Extent of Subcontracting. It is SLVWD's intent that the Work shall be performed and constructed by a Contractor who is staffed and equipped to construct the major portion of the Work with his own directly employed personnel and with the minimum feasible subcontracting. Subcontracting may be permitted by SLVWD to such extent as is shown to be necessary or advantageous to the Contractor without injury to the intent and interest of SLVWD.
- 10.3 Subcontractual Relations. All Work, performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor (and where appropriate between Subcontractor and Sub-contractor) which shall contain provisions that: (a) protect and preserve the rights of SLVWD and the Engineer with respect to the Work to be performed under the subcontract so that the Subcontracting thereof will not prejudice such rights; (b) require that such Work be performed in accordance with the requirements of the Contract Documents; (c) require under each subcontract to which the Contractor is a party

the submission to the Contractor of applications for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the subcontracted portions of the Work (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time that the Contractor may apply for payment in accordance with Article 20 and comply in accordance with the Contract Documents for like claims by the Contractor upon SLVWD; (d) waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by SLVWD as trustee as provided in subparagraph 6.2.7; and (e) obligate each Subcontractor specifically to consent to the provisions of this Paragraph 10.3.

ARTICLE 11 – LAWS AND REGULATIONS

- 11.1 Governing Law. The Contract Documents shall be governed by the law of the place of the Project.
- 11.2 Compliance. The Contractor shall inform himself/herself of all laws, ordinances, codes, rules, and regulations in any manner affecting those employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work. He shall at all times himself give all notices and observe and comply with, and shall require all his agents, employees, Subcontractors, and Sub-subcontractors to observe and comply with all such applicable laws, ordinances, rules, regulations, orders, and decrees in effect or which may become effective before completion and acceptance of the Work; and shall protect and indemnify SLVWD and the Engineer against any claim of liability arising from or based upon the violation of any such law, ordinance, code, rule, regulation, order, or decree, whether by himself, his employees, or his Subcontractors or Sub-subcontractors, or any other person or organization employed for or upon the Work. If the Contractor observes that any requirement of the Contract Documents is at variance with such laws, ordinances, codes, rules, regulations, orders, or decrees, he shall promptly notify SLVWD in writing and shall not proceed with any Work affected by such variance without SLVWD's written instructions or the issuance of an appropriate Modification.
- 11.3 Permits, Fees, and Taxes. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the execution and completion of the Work. The Contractor shall pay all sales, consumer, use, and other taxes required by law including all taxes properly assessed against his equipment or property used in connection with the Work. All such costs shall be included in the bid prices.
- 11.4 Provisions of Law Deemed Inserted. Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party to the Contract Agreement, the Contract Documents will be physically amended to make such insertion or

correction and an appropriate Modification will be issued.

- 11.5 Registration with the DIR. Contractor must be, and must require all Subcontractors to be, registered with and have paid the annual fee to the DIR pursuant to Labor Code Section 1725.5. No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.
- 11.6 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement, by operation of law or judicial decree, shall not void or affect the validity of any other provision of this Agreement.

ARTICLE 12 – SUBMITTALS

- 12.1.1 General. Unless otherwise specified or directed by SLVWD, the Contractor shall submit to SLVWD for his review and approval all shop drawings, samples, materials lists, equipment, data, instruction manuals, record documents, manufacturers' equipment manuals, and other submittals required by the Contract Documents and herein, or subsequently as covered by Modifications. Submittals and their contents shall be properly prepared, identified, and transmitted as provided herein or as SLVWD may otherwise direct. Except for record documents and instructional manuals for operation and maintenance, submittal shall be approved before the material or equipment covered by the submittal is delivered to the site. The progress schedule required under Paragraph 2.6 shall be coordinated to this requirement.

Pursuant to this section of the General Provisions, the Contractor shall use the Transmittal Form, included herewith (located at the end of the General Provisions section), for submittal of shop drawings to the SLVWD. The procedures governing shop drawing submittal is contained in these General Provisions. Failure to comply with all requirements specified herein will constitute grounds for return of the shop drawings for proper re-submittal. The Contractor shall sequentially number each submittal. The Contractor

may, within five (5) working days of the Notice of Award, submit to the Engineer an alternate Transmittal Form for review and approval for use under this Contract. The Engineer shall have the sole right for determination of the Transmittal Form to be used, and the Contractor shall use the form designated for use by the Engineer.

- 12.1.2 Deviations. At the time of the submission, the Contractor shall give notice in writing in the submittal of any deviation from the requirements of the Contract Documents. The deviations shall be clearly indicated or described, including all other changes required to correlate the Work. The Contractor shall state in writing all variation in costs occasioned by the deviations and his assumption of the cost of all related changes if the deviation is approved.
- 12.1.3 Schedule of Submittals. The progress schedule required under Paragraph 2.6 shall allow not less than twenty (20) working days for the review of submittals, not including the time necessary for delivery or mailing, and shall cause no delay in

the Work or the work of any other contractor. Extension of the Contract Time will not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods.

- 12.1.4 Method of Submittal. The Contractor shall deliver submittals by means of dated, signed, and sequence numbered transmittals on the Contractor's letterhead, identifying as to initial or resubmittal status, and fully describing the submittal contents. Submittals are not acceptable directly from Subcontractors, suppliers, or manufacturers. In each transmittal the Contractor shall state the Specification Sections, Articles, and paragraphs to which the submittal pertains; accompanying data sheets, catalogs, and brochures shall be identified in the same manner, and where several types or models are contained, the Contractor shall delete non-applicable portions or specifically indicate which portions are intended and applicable.
- 12.1.5 Contractor's Review and Approval. Every submittal of shop drawings, samples, materials lists, equipment data, instruction manuals, and other submittals upon which the proper execution of the Work is dependent shall bear the Contractor's review and approval stamp certifying that the Contractor (a) has reviewed, checked, and approved the submittal and has coordinated the contents with the requirements of the Work and the Contract Documents including related Work, (b) has determined and verified all quantities, field measurements, field construction criteria, materials, equipment, catalog numbers, and similar data, or will do so, and (c) states the Work covered by the submittal is recommended by the Contractor and the Contractor's guarantee will fully apply thereto. The Contractor's stamp shall be dated and signed by the Contractor in every case. It is expected that the Contractor will prepare his submittals in such a manner that he is able to obtain a submittal approval by the second submission. SLVWD reserves the right to deduct moneys from the amounts due to Contractor to cover the cost of the Engineer's review time beyond the second submission.
- 12.1.6 Corrections and Resubmittals. The Contractor shall make all required corrections and shall resubmit the required number of corrected submittals until approved. The Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals, and shall state in writing all variations in costs and his assumption of the cost of related changes the same as is required for deviations in subparagraph 12.1.1. Identify each resubmittal with number of the original submittal followed by consecutive letters starting with "A" for first resubmittal, "B" for second resubmittal, etc.
- 12.1.7 Check of Returned Submittals. The Contractor shall check submittals returned to him for correction and ascertain if the corrections result in extra cost to him above that included under the Contract Documents, and shall give written notice to SLVWD within five (5) work days if, in his opinion, such extra cost results from corrections. By failing to so notify SLVWD or by starting any Work covered by a submittal, the Contractor waives all claims for extra costs resulting from required corrections.

- 12.1.8 Review and Approval. Submittals will be reviewed with reasonable promptness, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The approval of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents or for any revision in resubmittals unless the Contractor has given notice in writing of the deviation or revision at the time of submission or resubmission and written approval has been given to the specific deviation or revision, nor shall any approval relieve the Contractor of responsibility for errors or omissions in the submittals or for the accuracy of dimensions and quantities, the adequacy of connections, and the proper and acceptable fitting, execution, and completion of the Work.
- 12.1.9 Incomplete Submittals. Incomplete Submittals, including those not correctly transmitted, not correctly titled and identified, or not bearing the Contractor's review and approval stamp, will be returned to the Contractor without review.
- 12.1.10 Conformance. No Work represented by required submittals shall be purchased or commenced until the applicable submittal has been approved. Work shall conform to the approved submittals and all other requirements of the Contract Documents unless subsequently revised by an appropriate Modification, in which case the Contractor shall prepare and submit revised submittals as may be required. The Contractor shall not proceed with any related Work which may be affected by the Work covered under submittals until the applicable submittals have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
- 12.1.11 Interrelated Submittals. Except where the preparation of a submittal is dependent upon the approval of a prior submittal, all submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.
- 12.2 Shop Drawings. Each submittal shall be complete with respect to dimensions, design criteria, materials, connections, bases, foundations, anchors, and the like, and shall be accompanied by technical and performance data as necessary to fully illustrate the information in the shop drawings. Unless otherwise specified, each submittal shall include one set of reproducible digital copies.
- 12.3 Samples. Unless otherwise specified, each submittal shall include two (2) sets of samples. One set of approved samples and all disapproved samples will be returned to the Contractor. Samples of value retained by SLVWD will be returned to the Contractor after completion of the Work if the Contractor's first transmittal for the sample requests its return. Approved samples of manufactured items returned to the Contractor may be installed in the Work if the location is recorded and the samples bear temporary identification as such.
- 12.4 Materials Furnished Under Standard Specifications. For materials specified by reference to standard or reference specifications, the Contractor shall prepare and

submit for approval a list of such materials by manufacturer's names and identifications to the extent requested by SLVWD.

- 12.5 Material Lists. For each item listed, the Contractor shall include the manufacturer's name and address, trade or brand name, local supplier's name and address, catalog numbers and cuts, brochures, terms and conditions of manufacturer's guarantee and warranty, other information to fully describe the item, and supplementary information as may be required for approval. Cuts, brochures, and data shall be marked to indicate the items proposed and the intended use.
- 12.6 Equipment Data. The Contractor shall submit complete technical and catalog data for every item of mechanical and electrical equipment and machinery to be incorporated in the Work, including components. Submittal copies shall be bound, indexed, and contain information as required in Paragraph 12.5 for submittal of materials lists and shall further include specific information on performance and operating curves and data, ratings, capacities, characteristics, efficiencies, and other data to fully illustrate and describe the items as may be specified or required for approval. Data shall be submitted in sets covering complete systems or functioning units.
- 12.7 Instruction Manuals. The Contractor shall obtain data from the various manufacturers and submit instruction manuals covering all mechanical equipment and machinery installed in the Work.
- 12.7.1 Contents. Each manual shall have an index listing the contents. Information in the manuals shall include not less than (a) general, introduction and overall equipment description, purpose, functions, and simplified theory of operation, (b) specifications, installation instructions, procedures, sequences, and precautions, including tolerances for level, horizontal, and vertical alignment, (d) grouting requirements including grout spaces and materials, (e) list showing lubricants for each item of mechanical equipment, approximate quantities needed per year, and recommended lubrication intervals; where possible, types of lubricants shall be consolidated with equipment manufacturers' approval to minimize the number of different lubricants required for plant maintenance, (f) startup and beginning operation procedures, (g) operational procedures, (h) shut down procedures, (i) short and long term inactivation procedures, (j) maintenance, calibration, and repair instruction, (k) parts lists and spare parts recommendations, (1) lists of all special tools, instruments, accessories, and special lifting and handling devices required for periodic maintenance, repair, adjustment, and calibration, and any other information as may be specified or required for approval.
- 12.7.2 Format and Organization.
- a. Use drawings and pictorials to illustrate the printed text as necessary to fully present the information.
 - b. Where information covers a family of similar items of equipment, identify the applicable portions by heavy weighted arrows, boxes or circles, or strike-out the inapplicable information. Non-conforming data are not acceptable and will be returned for rework and resubmittal.

- c. Contractor shall incorporate into books all Manufacturers' Equipment Manuals including those specified in pertinent Sections of the Specifications. These books shall be organized by Equipment Class in same manner and sequence as the Specifications, i.e. Mechanical, Electrical, Instrumentation, etc. Book size and quantity shall be sufficient for inclusion of all data, and be of type and quality hereinafter specified in Article 12.7.3.
- d. Within each book of manuals, provide a Table of Contents for that book. If more than one book is necessary for a Class of Equipment, place a complete Table of Contents for that Class of Equipment within each book of that Class.
- e. In addition, an overall Index of Contents shall be prepared in ten (10) sets and submitted separately to SLVWD for his insertion in his Operation and Maintenance Manuals.
- f. When a manufacturer's manual exceeds one (1) inch in thickness and is bound as specified in Article 12.7.3 it need not be rebound within another book, but the Overall Index shall refer to it by title and indicate that it is bound separately.

12.7.3 Manual Binding.

- a. Bind all blocks in sturdy hard covers fastened to provide full view of contents on each page, and ease of making content additions or replacements. No book shall be more than four (4) inches thick. Manuals less than one (1) inch thick shall be bound in substantial three-ring loose leaf binders; others shall have covers secured by operable locking-bars to permit full view opening with contents bound by hinged interfacing pairs of three-ring binding posts, Model S70468-12 by McBee, Springfield, MO., or Model 745483 by Inter-City, St. Louis, Mo., or equal.
- b. Permanently label face of cover and bound edge of each book "MANUFACTURERS' INSTRUCTION MANUAL," and indicate Class of Equipment, i.e., Mechanical, Electrical, Instrumentation, etc. or name specific equipment if a single unit is contained. Where more than one book is needed for a Class of Equipment or a single specific equipment unit, number books consecutively BOOK I, BOOK II, etc.
- c. If more than one Class of Equipment is contained in a book, separate each class with a tabbed stiff divider insert page.
- d. Prior to purchase or delivery, submit samples of each intended type of binder and obtain approval from SLVWD.

12.7.4 Manual Submittals. Submittals shall include two (2) copies of each manual, one of which will be returned to the Contractor marked to show the required corrections or approval. When approved, the Contractor shall deliver ten (10) copies to SLVWD unless otherwise specified.

- 12.8. Manufacturers' Instructions. In addition to the instructions submitted under Paragraph 12.7, the Contractor shall submit manufacturers' instructions to the extent specified or requested by SLVWD for his determination of their adequacy and approval. When approved, the Contractor shall distribute copies to all those involved with the instructions.
- 12.9 Tools, Accessories, Spare Parts, and Maintenance Materials. The Contractor shall furnish and deliver all special tools, instruments, accessories, spare parts, and maintenance materials required by the Contract Documents, and shall furnish and deliver the special tools, instruments, accessories, and special lifting and handling devices shown in the instruction manuals approved under Paragraph 12.7. Unless otherwise specified or directed by SLVWD, the items shall be delivered to SLVWD, with the Contractor's written transmittal accompanying each shipment, in the manufacturers' original containers labeled to describe the contents and the equipment for which it is furnished. The Contractor shall deliver a copy of each transmittal to the Engineer for record purposes.
- 12.10 Continuance of Operations. The Contractor shall arrange and schedule the Work in such manner as to ensure that all existing utility treatment or disposal operations and facilities are maintained in operation and in no way disrupted or disabled as a result of the Work. The Contractor shall submit for approval a written plan and description of the proposed schedule, methods, and facilities to be employed in conforming to this requirement.
- 12.11 Record Drawings and Specifications. The Contractor shall maintain one record copy of all Drawings, Specifications, Addenda, Modifications, approved submittals, correspondence, and transmittals at the site in good order and readily available to SLVWD, the Engineer, and the Inspector. The Record Drawings shall be clearly and correctly marked and the Record Specifications annotated by the Contractor to show all changes made during the construction process at the time the changed Work is installed. No such changes shall be made in the Work unless previously authorized by a Modification or by specific approval of deviations or revisions in submittals.
- 12.11.1 Buried and Concealed Work. The Contractor shall record the precise location of all piping, conduits, ducts, cables, and like Work that is buried, embedded in concrete or masonry, or concealed in wood or metal framed walls and structures at the time such Work is installed and prior to concealment. Each feature of the concealed Work, such as the beginning and end of straight runs, radius center point of curved runs, angles, connections, plugged tees or other fittings for future connections, and like items shall be accurately located by not less than two dimensions to permanent structures. The depth below finish grade, slab, or paving shall be noted for buried pipe, conduit, or ducts at the beginning and end of straight grade runs and at all grade change points, excepting sewer or drain lines run between manholes. Should the Contractor fail to record such buried or concealed Work, he shall uncover the unrecorded Work to the extent required by SLVWD and shall satisfactorily restore and reconstruct the removed Work with no change in the Contract Price or the Contract Time.
- 12.11.2 Delivery. Upon completion and prior to final inspection of the Work, the Contractor shall submit the Record Drawings and Specifications to SLVWD for review, and shall

make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Work in the opinion of SLVWD. When approved, the Contractor shall deliver the Record Drawings and Specifications to SLVWD.

- 12.12 Revision of Submittals. Whenever a Modification causes a change to the information contained in previously approved submittals, the Contractor shall submit information and data corresponding to the changed requirements for approval. After completion of the operational test required in Paragraph 17.4, the Contractor shall submit revised or additional information and data for the instruction manuals and equipment data as SLVWD may require. Revision submittals shall be submitted following the procedures required for previously approved submittals.

ARTICLE 13 – SAFETY PRECAUTIONS AND EMERGENCIES

- 13.1 Contractor's Responsibility for Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. This requirement will apply continuously twenty-four (24) hours a day every day until final acceptance of the Work and shall not be limited to normal working hours. The duties of SLVWD, Engineer and Inspector do not include review of the adequacy of the Contractor's safety measures in, on, or about the site and vicinity.
- 13.2 Safety Officer. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of hazards and accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to SLVWD.
- 13.3 Safety Measures. The Contractor shall comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall comply with the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., including the recommendations for safe construction methods and the requirements for the guarding of machinery and equipment therein, to the extent that the provisions of the manual are not in conflict with applicable laws, ordinances, rules, regulations, and orders. The Contractor shall maintain copies of all documents mentioned or referenced in this paragraph readily available at the site until the Work is completed.
- 13.4 Warnings and Barricades. The Contractor shall provide and maintain barricades, guards, temporary bridges and walkways, watchmen, night lights and danger signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the Work, life, property, the public, excavations, equipment, and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guard rails shall be provided for bridges and walkways over or adjoining excavations, shafts, and other openings and locations where injury may occur.

- 13.5 Fire Prevention. The Contractor's Safety Officer shall inspect the entire Work and site, including storage areas, at frequent intervals to verify that fire prevention measures are constantly enforced.
- 13.5.1 Fire Extinguishers and Hoses. The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplements with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding, or other operations that may cause a fire are being performed.
- 13.5.2 Flammable or Toxic Materials. Only a working supply of flammable or toxic materials shall be permitted in or on any of the permanent structures and improvements, and shall be removed therefrom at the end of each day's operations. The Contractor shall store flammable or toxic materials and waste separate from the Work and stored materials for the Work in a manner that prevents spontaneous combustion or dispersion, and none shall be placed in any sewer or drain piping nor buried on SLVWD's property.
- 13.6 Safety Helmets, Clothing, and Equipment. The Contractor shall not permit any person for whom he is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment conforming to the requirements of Paragraph 13.3, and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at appropriate locations warning the public and persons engaged upon the Work of this requirement. The Contractor shall furnish for their temporary use such safety helmets, protective clothing, and safety equipment as SLVWD, the Engineer, or their representatives may request of him.
- 13.7 Hazardous Areas. The Contractor shall not permit or allow any person or persons to enter any pipe or space containing hazardous or noxious substances person for whom he is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment conforming to the requirements of Paragraph 13.3, and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at appropriate locations warning the public and persons engaged upon the Work of this requirement. The Contractor shall furnish for their temporary use such safety helmets, protective clothing, and safety equipment as SLVWD, the Engineer, or their representatives may request of him.
- 13.8 Emergencies.
- 13.8.1 Work During an Emergency. The Contract shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or property and, in all cases, shall notify SLVWD of the emergency as soon as practicable, but shall not wait for instruction before proceeding to properly protect both life and property. Any additional compensation or extension of Contract Time claimed by the Contractor on account of an emergency shall be applied for as provided in Paragraph 16.4.

- 13.8.2 Representatives for Emergencies. The Contractor shall file with SLVWD a written list giving the names, addresses, and telephone numbers of at least two of his representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct any unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify SLVWD of all changes in the listing.

ARTICLE 14 – SEPARATE CONTRACTS

- 14.1 Award of Separate Contracts. SLVWD reserves the right to award other contracts in connection with other portions of the Project. When separate contracts are awarded for different portions of the Project, "the Contractor" in the contract documents in each case shall be the contractor who signs each separate contract. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other separate contract or contracts, SLVWD will decide which contractor may proceed. SLVWD shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award or performance or attempted performance of any other separate contract or contracts on the Project, or caused by any decision or omission of SLVWD respecting the order of precedence in the performance of the separate contracts awarded for completion of the Project. Any costs caused by defective or ill-timed work shall be borne by the contractor responsible therefore.
- 14.2 Mutual Responsibility of Contractors. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work, and shall coordinate with them with respect to construction scheduling and sequence of operations, all subject to the approval of SLVWD. The Contractor shall properly connect his Work to the work of separate contractors, and shall inspect the work of other contractors affecting his Work and promptly report to SLVWD in writing any irregularities or defects in the separate contract work which renders it unsuitable for reception or connection of his Work. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. Each Contractor shall monitor the schedule and progress of each other Contractor whose work affects his own work, and shall be responsible for giving timely notice to SLVWD of potential problems of interface so that SLVWD can mitigate the issue.
- 14.3 Cutting and Patching Under Separate Contracts. The Contractor shall be responsible for any cutting, fitting, and patching that may be required to complete his Work except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractor by cutting, excavating, or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of SLVWD.
- 14.4 Claims Between Separate Contractors. Should the Contractor cause damage to the

work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues SLVWD or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, SLVWD will notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against SLVWD arises therefrom, the Contractor shall pay or satisfy it and shall, as provided in Paragraph 20.12, pay SLVWD for all attorneys' fees, court or arbitration costs, and additional administrative, professional, consultant, inspection, testing, and other service costs which SLVWD has incurred.

ARTICLE 15 – SLVWD’S AND ENGINEER’S STATUS DURING CONSTRUCTION

- 15.1 Authority of SLVWD. SLVWD shall have the authority to enforce compliance with the Contract Documents. On all questions relating to quantities, the acceptability of materials, equipment, or Work, the adequacy of the performance of the Work, and the interpretation of the Specifications, the decision of SLVWD is final and binding and shall be precedent to any payment under the Contract Agreement unless otherwise provided in the Contract Documents. SLVWD shall have the authority to stop the Work or any part thereof as may be necessary to ensure the proper execution of the Work, to disapprove of or reject Work which is defective, to require the uncovering and inspection or testing of Work as provided in Paragraph 17.5, to require re-examination of Work as provided in Paragraph 18.4, to issue interpretations and clarifications as provided in Paragraph 3.2, to order minor changes or alterations in the Work as provided in Paragraph 16.6, and other authority as provided elsewhere in the Contract Documents. SLVWD shall not be liable for the results of any ruling, interpretation, or decision rendered or request, demand, instruction, or order issued by him in good faith. The Contractor shall promptly comply with request, demands, instructions, and orders from SLVWD.
- 15.2 Engineer’s Observation of the Work. The Engineer will make periodic observations of the progress and quality of the executed Work and will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous observations to check the quality or quantity of the Work. Neither observations by the Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform and construct the Work in accordance with the requirements of the Contract Documents. SLVWD will inform the Contractor in writing of other duties of the Engineer under the Contract Documents, if any.
- 15.3 Limitations On Responsibility. SLVWD and the Engineer will not be responsible for construction means, methods, techniques, procedures, sequences, or the safety precautions and programs incident thereto, or for the acts or omissions of the Contractor or any Subcontractor, Sub-subcontractor, or any of their agents or employees, or any other persons performing any of the Work, or for the Contractor's failure to perform and construct the Work in accordance with the Contract Documents. Neither the Engineer's authority to act under the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the

Contractor, any Subcontractor or Sub-subcontractor, any of their agents or employees, or any other person performing any of the Work, nor shall anything in the Contract Documents create any contractual relationship between any of them and the Engineer.

- 15.4 Protests. If the Contractor considers any Work requested or ordered of him to be outside the requirements of the Contract Documents, or considers any request, demand, instruction, order, ruling, or decision of SLVWD to be unfair, he shall, within ten (10) work days after any such request, demand, instruction, order, ruling, or decision is made or given, file a written protest with SLVWD stating clearly and in detail his objections and the reasons therefore. Except for written protests as are made of record in the manner and within the time stated herein, the Contractor shall be deemed to have waived and does hereby waive all grounds for protests or objections to such requests, demands, instructions, orders, rulings, or decisions. SLVWD will issue a written decision regarding each protest so filed with reasonable promptness.

ARTICLE 16 – CHANGES IN THE WORK

- 16.1 Change Orders. Without invalidating the Contract Agreement and without notice to sureties or insurers, SLVWD may, at any time, order additions, deletions, or revisions in the Work; these will be authorized by Change Order. The Contractor shall comply promptly with the requirements of all executed Change Orders. The Work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made and included in the Change Order. Additional or extra Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except as provided in subparagraph 13.8.1 for emergencies and in Paragraph 18.4 for the re-examination of Work.
- 16.2 Valuation of Change Orders. When required by SLVWD, the Contractor shall submit in the form prescribed by SLVWD an itemized cost breakdown with supporting data of the quantities and prices used by him in computing the value of any change that may be ordered. The cost or credit to SLVWD resulting from a change in the Work will be determined by one or more of the following methods: (a) by an acceptable lump sum proposal from the Contractor, (b) by unit prices accepted by SLVWD and stated in the Contract Documents or unit prices subsequently fixed by agreement between the parties, (c) by cost and a mutually acceptable fixed amount for overhead and profit, or (d) by force account when directed in writing and administered by SLVWD. Under the methods described in (c) and (d), the Contractor shall maintain an accurate written daily direct cost record pertaining to such ordered Work in the form and detail acceptable to SLVWD. The Contractor shall certify each daily record to be true and correct, and shall furnish copies to SLVWD as the ordered Work progresses. The direct costs so recorded shall include only the labor cost for workmen and foremen (payroll taxes and assessments, fringe benefits, employer's contributions, workers' compensation coverage, withholdings required by law, and other verified direct labor costs included), the cost of materials and equipment delivered and installed in

such Work as substantiated by appropriate documents, the cost of construction machinery and equipment based on fair rental values acceptable to SLVWD, and the cost of incidentals directly related to such Work. The direct costs shall not include any labor or office costs pertaining to the Contractor, his superintendents, his office staff and office facilities, or anyone not directly employed on such Work, nor the premium costs for bonds or insurance other than workers' compensation insurance, nor the cost or rental of small tools as all such indirect costs form a part of the Contractor's overhead expense. Under the method described in (d), the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be: (1) for all such Work done by his own organization, the Contractor may add up to ten (10) percent of his actual net increase in cost, and two (2) percent for all such Work done by Subcontractors, each Subcontractor may add up to ten (10) percent of his actual net increase in costs for combined overhead and profit and the Contractor may add up to five (5) percent of the Subcontractor's total for his combined overhead and profit. The amount of credit to be allowed by the Contractor to SLVWD for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by SLVWD taking into consideration adjustments for overhead and profit as determined herein, plus deductions for combined overhead and profit as computed in (1) and (2) above. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net difference.

- 16.3 Notice to Sureties. The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to SLVWD.
- 16.4 Contractor's Claims. If the Contractor wishes to make a claim for a change in the Contract Price or the Contract Time, the Contractor shall give SLVWD written notice thereof within ten (10) work days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work covered by the claim except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Price or the Contract Time resulting from a claim that is approved by SLVWD will be authorized by Change Order.
- 16.5 Adjustment of Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed (by 30% or greater quantity change) in a proposed Change Order such that application of the agreed unit prices to the quantities of Work proposed will create a hardship on SLVWD or the Contractor, the applicable unit prices will be equitably adjusted to prevent such hardship by negotiation or by force account.
- 16.6 Minor Changes. SLVWD may issue written Field Orders or other written orders that authorize minor changes or alterations in the Work consistent with the overall intent of the Contract Documents that do not involve an adjustment in the Contract Price or an extension of the Contract Time. Such orders shall be binding on the Contractor and he shall carry out such orders promptly. If the Contractor believes any minor change or alteration ordered by SLVWD entitles him to an increase in the Contract

Price or an extension of the Contract Time, he may make a claim therefore as provided in Paragraph 16.4.

- 16.7 Information Revisions Caused by Change Orders. As provided in Paragraph 12.12, whenever a Change Order or other Modification causes a change in the information contained in previously approved submittals, the Contractor shall include in the itemized breakdown required of him under Paragraph 16.2 all costs for preparing and submitting revised information and submittals corresponding to the changed requirements. If the Change Order or other Modification causes no change in such information or submittals, the Contractor shall so certify in writing in his itemized breakdown.
- 16.8 Change Order Procedure. The following procedure will be followed in issuing a change order.
- 16.8.1 The Inspector identifies the need for a change in plans.
- 16.8.2 The Inspector discusses the required change with the Engineer and Contractor.
- 16.8.3 The Engineer prepares a detailed description of the Work required, including any additional drawings, and prepares a change order in the required format.
- 16.8.4 The change order is provided to the Contractor for his review and negotiation of the price for the change.
- 16.8.5 The Engineer and Contractor agree on the Work to be performed and price for doing the Work. Each signs the change order, indicating that both agree as to the terms of performing the required change.
- 16.8.6 The Engineer submits the change order to the SLVWD through the designated SLVWD Representative.
- 16.8.7 If the SLVWD Staff concurs with the change order, it is submitted to the General Manager for approval and signature if the change order involves a change in a price that is within the General Manager's approval authority. If the change order involves a change in price that is greater than the General Manager's approval authority, it will be submitted to the Board of Directors for approval. If the Board of Directors approves, the General Manager signs the change order, authorizing the change to be implemented.
- 16.9 Field Order Procedure. The following procedure will be followed in issuing a field order.
- 16.9.1 Inspector identifies the need for a field order change.
- 16.9.2 The Inspector discusses the required change with the Engineer and Contractor.
- 16.9.3 The Inspector prepares a detailed written description of the minor changes or alterations in the work.

- 16.9.4 The Contractor reviews field order.
- 16.9.5 The Inspector and Contractor agree on field order work to be performed. Each signs the field order, indicating that both agree as to the terms of performing the required changes.
- 16.9.6 General Manager signs the field order authorizing the change to be implemented.

ARTICLE 17 – ACCES, INSPECTIONS, AND TESTS

- 17.1 Access to the Work and Records. SLVWD, the Engineer, the Inspector, and the representatives of any Federal, State, or other public body or authority having jurisdiction of the Project shall have, at all times and for any purpose, immediate access to the Work and the premises used by the Contractor for the Work and shall have access to the places where materials or equipment are being fabricated, manufactured, or produced for the Work. To the extent requested by SLVWD, the Contractor shall furnish access to the purchase orders and records, invoices, bills of lading, payroll records, and other documents and records pertaining to the Work, or shall furnish certified true copies thereof at his expense.
- 17.2 Inspection. SLVWD will furnish inspection of the Work at no cost to the Contractor except as provided in Paragraphs 4.3, 14.4, 17.5, 17.6, 18.1, and 21.2, and except for inspections required to be furnished and paid for by the Contractor elsewhere in the Contract Documents. All Work shall be performed and constructed under the inspection of the Inspector unless waived in writing by SLVWD in each case or exempted wholly or in part from inspection elsewhere in the Contract Documents. Any Work requiring such inspection that is performed or constructed in the absence of the Inspector shall be considered defective and is subject to rejection. The Contractor shall give written notice to SLVWD at least five (5) work days in advance of the performance of any part of the Work requiring special inspection by someone other than the Inspector and shall state the probable duration of the required special inspection. Inspection of any material or equipment at the factory or shop will not constitute an acceptance. The Inspector is authorized to suspend any part or all of the Work, by notice to the Contractor confirmed in writing, when a question arises as to whether the materials or equipment being installed or the methods or workmanship being used comply with the Contract Documents until such question is decided by SLVWD. The Inspector is not authorized to accept or reject any Work, to modify or change any requirement of the Contract Documents, to advise or instruct the Contractor or his employees as to the prosecution of the Work, to perform any duty or service for the Contractor, or relieve the Contractor of the obligation to fulfill any conditions and requirements of the Contract Documents.
- 17.3 Testing. All Work, materials, and equipment to be performed and constructed by the Contractor are subject to testing for compliance with the Contract Documents and shall be tested when required by the Contract Documents. The Contractor shall give SLVWD timely written notice of the dates and times that testing is to be performed at the site or the place of manufacture or fabrication. All tests are subject to the observation of the Engineer and approval of SLVWD and shall be performed as directed by SLVWD unless otherwise provided in the Contract Documents.

Materials or equipment required to be tested prior to installation shall not be installed until SLVWD has approved the test results and the tested material or equipment in writing. Under these Contract Documents, the Contractor shall employ the services and pay the costs of tests performed by a testing laboratory or agency for field slump tests, concrete strength, optimum moisture, soil compaction tests, and painting/crating in the field and at the shop. The Contractor shall bear all other testing costs. The Contractor shall pay SLVWD, in accordance with Paragraph 20.12, any cost SLVWD incurs for test where the tested material or equipment fails the test and for retesting caused by failure disclosed in previous tests.

- 17.3.1 Contractor's Testing Agency. If materials or equipment are required to be tested by a testing laboratory or agency employed by the Contractor, the testing laboratory or agency shall be satisfactory to and approved by SLVWD. The Contractor shall deliver five (5) certified copies of each test report to SLVWD unless otherwise specified.
- 17.3.2 Test Samples. The Contractor, at his expense, shall furnish samples of materials to be tested in sufficient time before use to allow for testing and to cause no delay in the Work.
- 17.3.3 Test Costs. The Contractor shall bear all testing costs unless otherwise provided in the Contract Documents.
- 17.4 Operational Tests. After the Work is completed and as one of the precedents to final inspection, the Contractor shall perform operational tests as required by the Contract Documents and as required to demonstrate to SLVWD the correct and proper operation of the various facilities forming a part of the Work including but not limited to the correct sequences of operation and the satisfactory performance of all components. The Contractor shall repair, replace, adjust, or otherwise correct the improper operation of any system or component and all faulty or defective Work as SLVWD may require for his approval. Based upon the operational tests results, the Contractor shall prepare and submit revised or additional information and data for the previously approved submittals as required by SLVWD and as provided in Paragraph 12.12. Each operational test shall be performed continuously for not less than 168 hours (7 days).
- 17.5 Uncovering the Work. Any Work that is covered by the Contractor before required inspections or tests are performed or approvals are given shall be uncovered by the Contractor to the extent directed by SLVWD, and the Contractor shall bear all the expense for uncovering, exposure, inspection, testing, and of satisfactory reconstruction.
- 17.6 Inspections, Tests, and Approvals Required by Others. If the laws, ordinances, rules, regulations, or orders of any public body or authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor, SLVWD, the Engineer, or the Inspector, the Contractor shall give all required notices and make all required arrangements therefore, and shall deliver to SLVWD certificates of inspection, testing, or approval issued by the applicable public bodies or authorities having jurisdiction. The cost of all such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided in the Contract Documents.

- 17.7 Soil Compaction Testing. The Contractor shall employ the services and pay the costs of tests performed by a testing laboratory for optimum moisture and soil compaction tests in the field.

ARTICLE 18 – DEFECTIVE WORK

- 18.1 Correction of Defective Work. All Work, material, or equipment that is unsatisfactory, faulty, incomplete, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval is defective. If the Work or any part thereof is found to be defective, whether or not manufactured, fabricated, installed, completed, or overlooked and accepted by SLVWD, the Contractor shall, promptly and in accordance with the written instructions of SLVWD and within the reasonable time limits stated therein, either correct such defective Work or, if it has been rejected by SLVWD, remove it from the site and replace it with non-defective and conforming Work. The Contractor shall bear all costs for the correction or removal and replacement of defective Work and all additional direct and indirect costs SLVWD may incur on account of defective Work including the costs of additional administrative, professional, consultant, inspection, testing, and other services. If such additional costs are incurred by SLVWD prior to the making of final payment, a Change Order will be issued to effect a reduction in the Contract Price in the amount of SLVWD's additional costs; otherwise, the Contractor shall pay the amount to SLVWD in accordance with Paragraph 20.12. The Contractor shall also bear all costs of making good all Work and the work and property of separate contractors, SLVWD, and others that is destroyed or damaged by his correction or removal and replacement of his defective Work.
- 18.2 SLVWD's Right to Correct Defective Work. If the Contractor fails to correct or remove and replace defective Work in accordance with the requirements of Paragraph 18.1, SLVWD may correct or remove and replace it without prejudice to any other remedy SLVWD may have, and SLVWD may store the removed materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, SLVWD may upon ten (10) additional days' written notice sell such removed Work at auction or private sale and shall account for the net proceeds or deficit thereof, after deducting all expenses SLVWD may incur from such removal, storage, or sale. If SLVWD corrects or removes and replaces defective Work prior to the making of final payment, one or more Change Orders will be issued to effect appropriate reductions in the Contract Price for all costs and expenses incurred by SLVWD in the correction or removal and replacement of defective Work, adjusted to account for the net proceeds or deficit of said auction or sale, if any, and all additional costs SLVWD may incur on account of defective Work as provided in Paragraph 18.1; otherwise, the Contractor shall pay to SLVWD the amount of all such costs and expenses incurred by SLVWD adjusted to account for the net proceeds or deficit of said auction or sale, if any, in accordance with Paragraph 20.12.
- 18.3 SLVWD's Right to Accept Defective Work. SLVWD may accept defective Work instead of requiring its correction or removal and replacement. In such case, if acceptance occurs prior to the making of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including

appropriate reduction in the Contract Price covering the value of such accepted defective Work and the additional costs SLVWD may incur on account of such defective Work as provided in Paragraph 18.1; or, if the acceptance occurs after the making of final payment, the amount that would have been the reduction in the Contract Price prior to the making of the final payment shall be paid by the Contractor to SLVWD in accordance with Paragraph 20.12.

- 18.4 Re-Examination of Work. If SLVWD, at any time prior to the final acceptance of the Work, orders reexamination of Work completed, including the uncovering, removing, exposing, dismantling, inspecting, or testing of Work covered by such order, the Contractor shall promptly comply with the order. If the Work so re-examined is defective, the Contractor shall correct or remove and replace it with nondefective and conforming Work in accordance with all the provisions of Paragraph 18.1 and also shall bear the cost of the satisfactory reconstruction of the Work. If the Work so re-examined is not defective or if any defective or deficient condition discovered was caused by a separate Contractor employed on the Project, the Contractor shall satisfactorily reconstruct the Work as ordered by SLVWD and, if claim is made as provided in Paragraph 16.4, a Change Order will be issued to compensate the Contractor for his Work under such order, valued as provided in Paragraph 16.2, and to effect an appropriate adjustment of the Contract Time.

ARTICLE 19 – GUARANTEES AND WARRANTIES

- 19.1 Contractor's Guarantee. The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by Subcontractors, Sub-subcontractors, and others employed directly or indirectly on and for the Work, against faulty or defective materials, equipment, or workmanship for a period of one (1) year from the date of SLVWD's written final acceptance of the Work or such longer period of time as may be prescribed by law or by the terms of any special guarantee or warranty required by the Contract Documents.
- 19.2 Bonds and Insurance. The performance bond and the public liability and property damage insurance required of the Contractor in Article 6 shall remain in full force and effect for the entire time of the Contractor's guarantee.
- 19.3 Corrections During Guarantee Period. The Contractor's correction of defective Work during the guarantee period shall be in accordance with all the provisions of Paragraph 18.1 or SLVWD may correct or accept it as provided in Paragraphs 18.2 and 18.3.
- 19.4 Guarantee of Work on Property of Others. The Contractor's guarantee shall cover and include any of the Work installed on property not owned by SLVWD, whether public or private, and shall include the repair of damage to improvements and existing conditions on such other property caused by settlement or otherwise resulting from the Contractor's operations unless the owner of such other property shall in writing release SLVWD from liability and responsibility for Work or damage therefrom on such other property.
- 19.5 Manufacturer's Warranties. As a precedent to final inspection, the Contractor shall deliver to SLVWD all the manufacturers' warranties required by the Contract

Documents, with SLVWD named as beneficiary. In addition, for all equipment and machinery bearing a manufacturer's warranty that extends for a longer period of time than the Contractor's guarantee, the Contractor shall secure and deliver the warranties to SLVWD in the same manner.

ARTICLE 20 – PAYMENTS AND COMPLETION

- 20.1 Schedule of Values. Prior to applying for the first progress payment, the Contractor shall submit to SLVWD for approval, in the form directed by or acceptable to SLVWD, a complete schedule of the values of the various portions of the Work, including quantities and unit prices if required by SLVWD, aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis for payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction, to coordinate with the progress schedule required under Paragraph 2.6, to form the basis for possible change orders or field orders and shall be supported by such data to substantiate its correctness as SLVWD may require. Each item in the Schedule of Values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work performed during the initial phases of the Work, such as mobilization, will not be approved. The Schedule of Values, when approved by SLVWD, shall be used only as a basis for the Contractor's applications for payment and not for additions to or deductions from the Contract Price.
- 20.2 Contractor's Certification. All applications for payment shall contain the Contractor's certification that all his labor for the period for which payment is claimed has been paid, including all amounts to the account of such labor lawfully required to be allocated, withheld, or set aside, and that he has assured himself and represents that all labor on the account of Subcontractors or Sub-subcontractors for which payment amounts are claimed has also been paid.
- 20.3 Contractor's Warranty of Title. The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Work or not, will have passed to SLVWD prior to the making of the application for payment, free and clear of all liens, claims, security interests or encumbrances (hereafter in these General Conditions referred to as "liens"); and that no Work, materials, or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 20.4 Progress Payments. Unless otherwise provided in the Contract Documents, at least four (4) work days before each progress payment application falls due, but not more often than once a month, the Contractor shall submit to SLVWD for review the itemized progress payment application in the form required by SLVWD, filled out and signed by the Contractor and supported by such data substantiating the Contractor's right to payment as SLVWD may require. Any progress payment application not accompanied by the revised progress schedule required of the Contractor in Paragraph 2.6 will be returned to the Contractor. Progress payments

shall be made in accordance with the withholding requirements of Public Contract Code Section 9203.

Pursuant to Section 20104.50 of the California Public Contract Code, upon receipt of a payment request, SLVWD shall review such request as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. The returned request shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. If SLVWD fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request, SLVWD shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. A "progress payment" includes all payments due to the Contractor, except that portion of the final payment designated by this Agreement as retention earnings. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by a financial officer of SLVWD.

Pursuant to Section 10262 of the California Public Contract Code and section 7108.5 of the California Business and Professions Code, the Contractor shall pay its Subcontractors, within seven (7) days of receipt of each progress payment, the respective amounts allowed the Contractor on account of the work performed by its Subcontractors, to the extent of each Subcontractor's interest therein.

- 20.4.1 Progress Payment for Materials and Equipment. If an application requests payment on account of imperishable materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location approved by SLVWD and agreed to in writing, the application shall be accompanied by such bills of sale, data, and other procedures satisfactory to SLVWD as will establish SLVWD's title to such materials or equipment or otherwise protect SLVWD's interest including applicable liability and property insurance and transportation to the site. Payment on account of such materials or equipment will not include any amount for the Contractor's overhead or profit or relieve the Contractor of his obligation to protect and install such materials or equipment in accordance with the Contract Documents and for the restoration of damaged or defective Work.
- 20.4.2 Retention. SLVWD will retain a portion of the amount otherwise due the Contractor. Unless otherwise provided in the Contract Agreement or subsequently agreed by the parties, SLVWD will retain an amount equal to five percent (5%) of the estimated value of the actual Work completed and five percent (5%) of the value of material delivered on the ground or stored subject to, or under the control of, SLVWD and unused.
- 20.4.3 Approval of Progress Payments. Upon receipt of an application for progress payment, the application shall be reviewed by SLVWD as soon as practicable after receipt for the purpose of determining that the payment application is a proper payment application. Any payment application determined not to be a proper

payment application suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days, after receipt. An application returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment application is not proper. SLVWD shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. The number of days available to SLVWD to make a payment without incurring interest equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure shall be reduced by the number of days by which SLVWD exceeds the seven (7) calendar day return requirement set forth in this paragraph.

20.4.4 Each application for progress payment shall be accompanied by the following. Progress Payment Applications not accompanied by Items 1, 2, 3, and 4 below will be returned to the Contractor.

1. Progress Report – A narrative summary indicating the status of the Work performed and other pertinent activities including the actual percentage of Work completed, an estimate of the percentage of Work to be completed in the succeeding month, a revised CPM schedule, problem areas and manpower used by trade and hours. If the Work has fallen behind the schedule, the Contractor shall state how the time is to be made up to remain on schedule.
2. Record Drawings and Specifications – Submit changes during previous month. These may be photocopies of the Specifications changed.
3. Certified Payrolls – Submit copies of certified payroll including fringe benefit statements for each employee during the progress period. The Contractor and each Subcontractor must comply with Sections 1776 and 1771.4(a)(3)(A) of the Labor Code regarding payroll records.
4. Progress Photographs - A commercial photographer will not be required for the Work under this Contract. However, copies of any photographs taken during this project shall be submitted to SLVWD for the permanent record. The Contractor shall submit all photographs in RAW, TIFF, or JPG digital format on CD or DVD.
 - a. General - Provide photographs of the site and construction throughout the progress of Work, acceptable to SLVWD. Photographs shall be taken on the cutoff date for each application for payment and at the beginning and completion of each of the following elements of Work:
 1. Prior to Work
 2. Final Completion

In addition, the Engineer may request up to five (5) photographs of various views (non-aerial) in any one (1) month of progress or problem areas.

- c. Photographs. Digital photographs in RAW, TIFF, or JPG format will be

required. Provide 3 CDs or DVDs of the photographs.

- d. Technique. Provide factual presentation. In each photograph include an object of known size to determine size of object being photographed. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion. Any photograph which is not clear and distinct, double exposed, over exposed, etc. shall be retaken.
- e. Views. Provide photographs from two (2) views at each element of Work. The Engineer will select the various viewpoints for photography.
- f. Submittals. Contractor shall deliver the photographs with each application for payment. The photographs will be dated by the Photographer. One (1) of each retained by the Engineer and Contractor and SLVWD will retain one (1) of each photograph which will be the permanent record. (See Paragraph 20.4.4.4)

20.5 Withholding of Payments.

20.5.1 Right to Withhold. SLVWD may refuse to approve any payment because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved to such extent as may be necessary in the opinion of SLVWD to protect SLVWD from loss because: (a) the Work is defective, (b) third party claims have been filed or there is reasonable evidence indicating probable filing of such claims, (c) the Contract Price has been reduced because of Change Orders, (d) of the Contractor's failure to make payment properly to Subcontractors or for labor, materials, or equipment, (e) of damage to another contractor or to the property of others caused by the Contractor, (f) of reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price, (g) of reasonable indication that the Work will not be completed within the Contract Time, (h) of the Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up, (i) SLVWD has been required to correct defective Work as provided in Paragraph 18.2 or to finish the Work as provided in Paragraph 21.2, (j) of insurance premium costs SLVWD has incurred by the Contractor's failure to maintain the insurance required of him, (k) of reasonable doubt as to the Contractor's warranty of title required under Paragraph 20.3, (l) of payments due SLVWD from the Contractor, or (m) of provisions of law that enable or require SLVWD to withhold such payments in whole or in part. When the grounds for withholding payments are removed, payment will be made for amounts withheld because of them to the extent the Contractor is entitled to payment.

20.5.2 SLVWD's Right to Apply Withheld Payments. SLVWD may, but is not obligated to the Contractor, his surety or sureties, or any third party, to apply the amounts withheld pursuant to subparagraph 20.5.1 to the payment of any and all claims which are grounds for such withholding. In so doing, SLVWD shall be deemed the agent of the Contractor and any payments so made by SLVWD shall be considered as a payment made under the Contract Agreement by SLVWD to the Contractor and SLVWD shall not be liable to the Contractor for such payment made in good faith. Such payment by SLVWD may be made without prior judicial determination of the claim or claims.

SLVWD will render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

- 20.6 Payments to Subcontractors. The Contractor shall pay each Subcontractor, upon receipt of payment from SLVWD, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Sub-subcontractors. If SLVWD refuses or fails to approve an application for payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after SLVWD's approval for payment should otherwise have been issued, for his Work to the extent completed less the retained percentage. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under subparagraph 6.2.7, and he shall require each Subcontractor to make similar payment to his Sub-subcontractors. Neither SLVWD nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor or Sub-subcontractor except as may otherwise be required by law.
- 20.7 Final Inspection and Acceptance. Upon written notice from the Contractor that the entire Work required by the Contract Documents is complete and that all submittals required of him are made, and after the Contractor has delivered the Bonds, certificates in inspection, proof of insurance, guarantees, warranties, releases, and other documents, all as required by the Contract Documents or by law, a post construction conference will be held to review the Work and resolve any unsettled matters. Present at the conference shall be SLVWD, the Engineer, the Inspector, the Contractor, and the Superintendent. Following this conference, the Engineer will make a final inspection with SLVWD and the Contractor, and SLVWD will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective, and will also notify the Contractor in writing of any deficiencies in the submittals and other documents required of him. The Contractor promptly shall make such corrections as are necessary to remedy all defects or deficiencies. After the Contractor has completed any such corrections to the satisfaction of SLVWD, SLVWD will issue a written final acceptance of the Work and file any notice of completion required by law or otherwise.
- 20.8 Application for Final Payment. After issuance of SLVWD's final written acceptance, the Contractor may make application for final payment following the procedure for progress payments. Neither the final payment nor the remaining retained percentage shall become due unless the application for final payment is accompanied by such supporting data as SLVWD may require, together with complete and legally effective releases or waivers, satisfactory to SLVWD, of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by SLVWD, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment for which a lien could be filed, and that all payrolls, material, and equipment bills, and other indebtedness connected with the Work for which SLVWD or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of Surety, if any, to final payment. If any Subcontractor, Sub-subcontractor, or supplier fails or refuses to furnish a release or receipt in full, the Contractor may furnish a Bond satisfactory to SLVWD to indemnify him against any

such lien. If any such lien remains unsatisfied after all payments are made, the Contractor or his surety shall pay to SLVWD all moneys SLVWD may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- A. The Contractor must obtain an unconditional waiver and release of claims upon final payment from all suppliers and subcontractors which have filed preliminary notices with SLVWD.
- B. The Contractor must obtain in writing releases from each owner of real property from which the Contractor has obtained permission to use land. Such release shall state that the land is returned to the property owner in an acceptable condition. Similar releases must be obtained from owners of property disturbed by the Contractor from which the Contractor has not obtained permission to use or enter; except that releases are limited to restoration of land to original lines and grades, restoration of vegetation, and removal of waste material.

THE APPLICATION FOR FINAL PAYMENT SHALL INCLUDE FROM THE CONTRACTOR A SIGNED RELEASE AND CERTIFICATE OF FINAL PAYMENT FORM AS INCLUDED HEREIN. (See Release and Certificate of Final Payment, Section 00686.)

- 20.9 Approval of Final Payment. SLVWD will, within ten (10) work days after the Contractor has fulfilled and satisfied all the requirements of Paragraph 20.8, indicate in writing his approval of payment or will return the application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor shall make the necessary corrections and resubmit the application. SLVWD, within the time period stated in the Supplementary Conditions, Section 00800, will pay the Contractor the amount so approved unless a longer period of time is prescribed by law or required for the lawful filing and publishing of Notices of Completion and the expiration of any lien periods thereof. (See Supplementary Conditions, Section 00800)
- 20.10 Continuing Obligation of the Contractor. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is and shall be absolute. Neither the observation during construction and final inspection of the Work by SLVWD and the Engineer, nor any payment by SLVWD to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by SLVWD, nor any act of acceptance by SLVWD, nor any failure to do so, nor any correction of defective Work by SLVWD shall constitute acceptance of Work not in accordance with the Contract Documents.
- 20.11 Release of Claims. Contractor shall, before being entitled to final payment, also execute and file with SLVWD a release upon the form provided by SLVWD, releasing SLVWD from all claims or liability relating to undisputed contract amounts or work performed in relation to such amounts. However, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the performance bond or payment bond. The making of final payment by SLVWD shall not constitute a waiver of claims by SLVWD for unsettled liens, from faulty or defective Work appearing after final acceptance of the Work by SLVWD, from failure of the Work to comply with the requirement of the Contract

Documents, or from the terms of any special guarantees or warranties required by the Contract Documents.

- 20.12 Contractor's Payment to SLVWD. The Contractor shall pay to SLVWD all moneys so required of him under the provisions of the Contract Documents. If any such payments are required prior to final payment, an appropriate Change Order will be issued and, as provided in subparagraph 20.5.1, the amount of such payments may be withheld from payments due the Contractor. If the payments then or then after due the Contractor are insufficient to cover any payments due SLVWD from the Contractor, or if the amount of such payment due SLVWD is determined after the making of final payment, the difference in the amounts of the payments or the amount so determined shall be paid by the Contractor to SLVWD. The obligation of the Contractor to pay the moneys due SLVWD from him shall specifically bind the Contractor's sureties, assigns, executors, administrators, and heirs to his obligation to so pay SLVWD.
- 20.13 Interest. Any moneys not paid when due to either party under this Contract Agreement shall bear interest at the maximum legal rate in force at the place of the Project.
- 20.14 Nonreceipt of Payment. The Contractor shall notify SLVWD in writing of any approved progress payment not received by him within five (5) work days after the date the payment should properly have been paid to him. In the absence of such written notice in each case, the Contractor hereby agrees and waives his right under Paragraph 21.5 to terminate the Contract Agreement or stop the Work on account of nonpayment by SLVWD and further waives his right under Paragraph 20.13 to interest on the amount of any such payment not received by him.
- 20.15 False Claim Act. The Contractor certifies that he will not make any false claims pursuant to Government Code Section 12650 *et seq.*
- 20.16 Compliance with Law. Notwithstanding anything to the contrary in the foregoing provisions, this Article 20 shall be interpreted in accordance with Public Contract Code Section 7107.

ARTICLE 21 – SUSPENSION AND TERMINATION

- 21.1 Suspension of Work. SLVWD, at any time and without cause, may suspend the Work or any part thereof by notice in writing to the Contractor. Unless otherwise provided in the Contract Documents, the Contractor shall have no claim for damages or compensation on account of such suspension unless he makes a claim therefore as provided in Paragraph 16.4, but the Contractor will be allowed an extension of the Contract Time to complete the Work and an appropriate Change Order will be issued. The Contractor shall resume the Work when so notified in writing by SLVWD.
- 21.2 Suspension of Contract Agreement. If the Contractor abandons the Work, or if he is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or similar laws, or if he persistently fails to supply

sufficient skilled superintendence and workmen or suitable materials or equipment, or if he persistently fails to make prompt payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of SLVWD, or neglects to prosecute the Work in accordance with the Contract Documents including requirements of the progress schedule, or if he fails to promptly comply with the requirements of any Change Order, or if he assigns this Contract Agreement otherwise than herein provided, or if SLVWD at any time is of the opinion that the performance of the Work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the provisions of the Contract Documents or is executing the same in bad faith, or if the Work is not fully completed within the Contract Time and any authorized extensions thereof, or if SLVWD is of the opinion that the Work cannot be completed for the unpaid balance of the Contract Price or will not be completed within the Contract Time, or if the Contractor otherwise violates any provisions of the Contract Documents, then SLVWD may, without prejudice to any other right or remedy and by means of written notice to the Contractor and his surety, instruct the Contractor to discontinue all Work or any part thereof under the Contract Agreement or terminate the services of the Contractor. The Contractor, under a written instruction to discontinue, shall not resume any of the Work except by written notice from SLVWD. In either such case, SLVWD may take possession of the Work and Project and of all materials, equipment, plant, tools, supplies, construction machinery and equipment, and property of every kind thereon owned and furnished by the Contractor for the purpose of the Work, and finish the Work by whatever method SLVWD may deem expedient. The Contractor shall not be entitled to receive any further payment after the date of said written notice from SLVWD unless instructed in writing by SLVWD to resume any part of the Work, or until the Work is finished by SLVWD if SLVWD so elects. If the unpaid balance of the Contract Price exceeds the direct and indirect costs to SLVWD of finishing the Work, including compensation for additional administrative, consultant, professional, testing, and inspection services, such excess will be paid to the Contractor. If such costs to SLVWD exceed such unpaid balance, the Contractor, in accordance with Paragraph 20.12, shall pay the difference to SLVWD.

- 21.3 Contractor's Continuing Liability. When the Contractor's services have been discontinued or terminated as provided in Paragraph 21.2, said discontinuance or termination shall not affect any rights of SLVWD against the Contractor then existing or which may then after accrue. Any retention or payment of moneys by SLVWD due the Contractor will not release the Contractor from liability.
- 21.4 Termination of Contract Agreement. Upon seven (7) calendar days' written notice to the Contractor, SLVWD may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract Agreement. In such case, the total compensation to be paid to the Contractor shall be determined on the basis of the components stated in Section 8-1.14(E) of the California Department of Transportation's Standard Specifications dated 2015, a copy of which is provided in Section 00700A.
- 21.5 Stopping Work or Termination by Contractor. If, through no fault, act, or omission of the Contractor, Subcontractor, Sub-subcontractor, or their agents or employees, or any other person performing any of the Work under a contract with the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by SLVWD (except as provided in Paragraph

23.7 for Federal hindrance), or under an order of any court or other public authority having jurisdiction, or SLVWD fails to act on any application for progress payment within thirty (30) calendar days after it is submitted, or SLVWD fails to pay the Contractor any progress payment sum approved by SLVWD within forty-five (45) calendar days of its approval, or SLVWD fails to pay the Contractor any sum awarded by arbitrators within sixty (60) calendar days of its approval and presentation, then the Contractor may, upon fourteen (14) calendar days written notice to SLVWD, terminate the Contract Agreement and recover from SLVWD payment for all Work satisfactorily executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages. In addition and in lieu of terminating the Contract Agreement, if SLVWD has failed to act on an application for progress payment or has failed to make any progress payment as aforesaid, the Contractor may, upon fourteen (14) calendar days written notice to SLVWD, stop the Work until he has been paid all amounts then correctly due him, in which event and upon resumption of the Work, an appropriate Change Order will be issued for adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to such storage of the Work.

- 21.6 Continuing Liability of Sureties. Termination of the contract shall not relieve the surety or sureties from obligations for any just claims arising out of the Work performed.

ARTICLE 22 – ARBITRATION

- 22.1 Resolution of Certain Disputes. See California State Requirements, Section 00800CA, Paragraph O.

- 22.2 Payment of Undisputed Amounts. SLVWD shall be entitled to withhold any disputed unpaid contract amount, which would otherwise be due and payable after the filing of any claim by the Contractor pursuant to Article 22 of the General Conditions, pending final resolution of the claim.

22.3 Waiver of Rights. Except as set forth in this Article 22, or as otherwise provided under state law, it is understood and agreed by the parties that all rights any of them may have to arbitration for settling of disputes, claims, and other matters arising out of or relating to this Contract Agreement, or the breach thereof, are hereby specifically waived by all of them.

ARTICLE 23 – MISCELLANEOUS PROVISIONS

- 23.1 Successors and Assigns. SLVWD and the Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract Agreement shall assign the Contract Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the previous written consent of SLVWD.

- 23.2 Written Notice. Written notice shall be deemed to have been duly served if

delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended on the date of delivery, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice on the third business day after it is deposited in the mail, or if delivered to the Project Superintendent on the date of delivery. The address given in the Contractor's Bid on which the Contract Agreement is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying SLVWD in writing. This shall not preclude the service of any notice, letter, or other communication upon the Contractor personally.

- 23.3 Communications. SLVWD will issue all communications to the Contractor and the Contractor shall deliver all communications to SLVWD unless otherwise provided in the Contract Documents or directed by SLVWD.
- 23.4 Deleted.
- 23.5 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor by subparagraph 6.2.4 and by Paragraphs 6.4, 19.1, and 20.3 and the rights and remedies available to SLVWD and the Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or warranty, or by other provisions of the Contract Documents.
- 23.6 Royalties and Patents. Unless otherwise specifically stipulated elsewhere in the Contract Documents, the Contractor shall pay and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by subparagraph 6.2.4 and by Paragraphs 6.4, 19.1, and 20.3 and the rights and remedies available to SLVWD and the Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or warranty, or by other provisions of the Contract Documents.
- 23.7 Federal Hindrance. In entering into this Contract Agreement, it is clearly understood by all parties hereto that conditions may subsequently arise resulting from, connected with, or growing out of any war in which the United States may be engaged, or any national emergency or condition created directly or indirectly by or for the national defense or national interests, and which are entirely beyond the control of either party, that may hinder, delay, or render impossible the performance of this Contract Agreement in accordance with its terms and conditions. It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in the event the Contractor shall be prevented from performing the Work or any part thereof by reasons of the conditions above stated, the Contractor shall notify SLVWD in writing of his inability to perform, stating in full the reason therefore and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform. If it shall appear to the satisfaction of SLVWD that the cause of inability to perform arose after the Contract Agreement was entered into and is beyond the control of the Contractor, SLVWD may, (a) if lawfully within its power, remove the cause which prevents performance; or (b) suspend this Contract

Agreement until the cause of inability to perform is removed; or (c) with the consent of the Contractor, renegotiate or amend this Contract Agreement by extending the time of performance or by making the changes in the character of the Work, or in the materials or equipment required in order to enable performance of the Work; or (d) waive performance of that part of the Work which is impossible, or supply substitute materials for those unavailable, and where this remedy is resorted to, the payment due the Contractor will be reduced to the extent of the Work not required to be performed, based so far as is practicable upon unit prices bid, by an appropriate Change Order. If none of the foregoing procedures are adopted by SLVWD within thirty (30) calendar days after SLVWD is satisfied and so finds that the Contractor is unable to perform for the reasons above stated, then either party hereto may, without incurring any liability, elect to declare this Contract Agreement terminated upon the ground of impossibility of performance. Upon such termination, the Contractor will be paid as provided in Paragraph 21.4 for termination of the Contract Agreement.

- 23.8 Oral Agreements. No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- 23.9 Work in Jurisdiction of Others. Where any of the Work is adjacent to or crosses highways, railroads, streets, utilities, property, right-of-ways, or easements under the jurisdiction of Federal, State, County, City, or other public agency, public utility, or private entity from whom SLVWD has not obtained permits, the Contractor shall secure written permission from the proper authority and furnish bonds and insurance and pay all fees and charges as the proper authority may require for permission before executing such Work. A copy of each written permission shall be filed with SLVWD before such Work is begun. The Contractor shall repair or replace all existing construction damaged in the execution of the Work to the satisfaction of the proper authority, and shall furnish to SLVWD a release from the proper authority prior to final inspection of the Work.
- 23.10 Cash Allowances. When included in the Contract Documents, the Contractor shall include in his Bid and the Contract Price the cash allowances stated in the Contract Documents. These stated allowances represent the net cost estimate of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the cash allowance material and equipment shall be included in the Contract Price since they are not included in the cash allowance estimates. The Contractor shall purchase the cash allowance materials and equipment as directed by SLVWD on the basis of the lowest responsive bid of at least three competitive bids. If the actual cost of the materials and equipment approved by SLVWD delivered and unloaded at the site, and all applicable taxes, is more or less than the cash allowance estimates, the Contract Price will be adjusted accordingly by Change Order.
- 23.11 Ownership of Documents and Models. All Specifications and copies thereof furnished to or obtained by the Contractor, and all models pertaining to the Work are and shall remain the property of SLVWD or the Engineer as they may agree. They

shall not be used by the Contractor on any other project and, with the exception of one (1) contract set of Specifications to be retained by the Contractor, shall be returned, on request and as directed, prior to final acceptance of the Work.

- 23.12 Use of Completed Portions. SLVWD shall have the right, upon written notice to the Contractor, to take possession or occupancy of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions may not have expired; but such taking possession or occupy and use shall not be deemed a waiver of any requirement of the Contract Documents or a waiver or acceptance of any Work not completed in accordance with the Contract Documents. If such prior possession, occupy, or use increases the cost of or delays the completion of uncompleted Work, or causes repair or refinishing of completed Work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as agreed by SLVWD and an appropriate Change Order will be issued. The Contractor will not be required to perform housekeeping obligations in or bear utility costs for buildings or structures to the extent so occupied or used by SLVWD. If SLVWD takes possession of and places any of the machinery or equipment of the Work into continuing operation consonant with its intended final service or purpose and for his beneficial use, the period of the Contractor's guarantee, solely with respect to such machinery or equipment, shall begin on the first day of such beneficial use by SLVWD and SLVWD will bear the utility and maintenance costs for such beneficial use. Prior to SLVWD taking possession, occupancy, or use of any portion of the Work, but not as a condition or precedent to SLVWD's right thereto, SLVWD and the Contractor shall jointly inspect and determine the condition and completeness of the involved portions of the Work, shall agree upon appropriate procedures and other pertinent matters including the payment or apportioning of utility costs, and shall execute a memorandum recording the inspection determination and the procedures and matters agreed. Such possession, occupancy, or use by SLVWD under this paragraph shall not entitle the Contractor to claim or receive payment of any amounts retained or withheld by SLVWD pursuant to subparagraphs 20.4.2 and 20.5.1 unless otherwise agreed by the parties.
- 23.13 Cleaning Up. The Contractor shall at all times during the Work keep the site and premises, adjoining property, and public property free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work shall remove all waste materials, rubbish, and debris from and about the site and premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site and premises clean and ready for occupancy by SLVWD. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Paved walkways, parking areas, and roadways shall be swept and broomed clean. Cleaning up operations shall include the removal and disposal of earth that is contaminated and the filling of resulting excavations with sound compacted earth as directed and approved by SLVWD. Contamination includes the earth in areas used for disposal of waste concrete, mortar, plaster, masonry, and like materials'; areas in which washing out concrete and plaster mixers or washing of tools and like cleaning operations have been performed; areas that have been oiled, paved, or chemically treated; and areas where waste oils, solvents, paints, solutions, or similar materials of a penetrating nature have been incorporated into the soil. SLVWD will determine the contaminated earth areas. No waste material shall be buried or disposed of on SLVWD's property unless so permitted in the Contract Documents or approved in

writing by SLVWD. Before the Contractor applies for final inspection and acceptance of the Work, all items of Work shall be complete, ready to operate, and in a clean condition as determined by SLVWD.

- 23.14 SLVWD's Right to Clean Up. If the Contractor fails to satisfactorily clean up or if a dispute arises between the Contractor and any separate contractor as to their responsibility for cleaning up, SLVWD may clean up and charge the cost thereof to the Contractor for his failure, or to the several Contractors as SLVWD shall determine to be just.
- 23.15 Certificates. Each certificate, required under the Contract Documents shall be signed by the individual, office, or agent lawfully authorized to execute the certificate, and such authority shall be cited in the certificate by title, description, or other acceptable evidence. All certificates shall be sworn and notarized as to the correctness and validity of the contents, and duplicate copies shall be notarized to be true copies.
- 23.16 Excavations; Discovery of Hazardous Conditions.

See California State Requirements, Section 00800CA, Paragraph P.
- 23.17 California State Codes. The Contractor shall comply with all requirements of Section 00800CA which outlines particular State of California laws.
- 23.17.1 Wage Rates. See California State Requirements, Section 00800CA, Paragraph A.
- a. Working Hours. See California State Requirements, Section 00800CA, Paragraph D.
 - b. Apprentices. See California State Requirements, Section 00800CA, Paragraph C.
 - c. Payroll Records. See California State Requirements, Section 00800CA, Paragraph K.
 - d. Ineligible Subcontractors. See California State Requirements, Section 00800CA, Subparagraph A.3.
 - e. Penalties. See California State Requirements, Section 00800CA, Paragraph A.2.
- 23.17.2 Safety Orders. The California Construction Safety Orders in effect during the Work shall apply continuously until final acceptance of the Work.
- 23.17.3 Subcontractors. See California State Requirements, Section 00800CA, Paragraph R.
- 23.18 Substitution of Securities for Monies Withheld to Ensure Performance of Contractor. See California State Requirements, Section 00800CA, Paragraph I.
- 23.19 No Discrimination. Contractor shall not discriminate in the employment of persons upon the Contract Work because of their race, religious creed, color, national origin,

ancestry, physical handicap, medical condition, marital status, sexual orientation, gender, or sex of such persons. Contractor shall cause an identical clause to be included in every subcontract for Contract Work.

- 23.20 Copyrights and Patents. The Contractor shall and does hereby hold and save SLVWD harmless from liability of any nature and kind, including costs and expenses, for or on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, manufactured, furnished or used by him in the performance of this Contract, including their use by SLVWD unless otherwise specifically stipulated in this Contract.
- 23.21 Anti-Trust Claims. In entering into this Contract or a subcontract to supply goods, services, or material pursuant to this Contract, the Contractor or Subcontractor offers and agrees to assign to SLVWD all rights, title, and interest in and to and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the Contract or the subcontract. This assignment shall be made and become effective at the time SLVWD tenders final payment to the Contractor, without further acknowledgment by the parties.
- 23.22 Attorneys' Fees. In the event any legal action is commenced to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall, in addition to any other costs and relief, be entitled to reasonable attorneys' fees.
- 23.23 Notice of Third Party Claims. SLVWD will timely notify Contractor in the event that a claim is filed by a third party which is related to the Contract. SLVWD will notify Contractor of such claim within ten (10) business days from the date on which SLVWD is made aware of the claims. SLVWD may recover reasonable costs incurred in providing such notification.

2. SHOP DRAWING SUBMITTAL FORM

Submittal No. _____ Specifications Section: _____

Submittal Description: _____

PROJECT INFORMATION	ROUTING	DATE
Owner: San Lorenzo Valley Water District	Contractor to Engineer	
Project Name: FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT		
Project No.: 21/22-25	Engineer Contractor	
Contractor:		

We are sending you: _____ Attached _____ Under Separate Cover Via _____

Other: _____

_____ Submittals for Approval (Submit a minimum of 8 copies for approval).

_____ Product Data for Information Only (Submit a minimum of 8 copies).

Item	Copies	Date	Section No.	Description	Review/Action

A. Contractor to Certify either A or B:

_____ A. We have verified that the material or equipment contained in this submittal meets all requirements, including coordination with all related work, as specified (no exceptions).

_____ B. We have verified that the material or equipment contained in this submittal meets all the requirements specified, except for the following (or attached) deviations:

Certified by: _____

Contractor's Signature

Date Signed

3. REQUEST FOR INFORMATION

Owner: **San Lorenzo Valley Water District**

Project: **FOREMAN PIPELINE ACCESS TRAIL
REHABILITATION PROJECT**

Contractor: _____ Project No: 21/22-25

Date: _____ RFI No. _____

RFI DATA/INFORMATION	
Originator	Date Transmitted:
Directed To:	Date Received:
Specification Section:	Date Reply Transmitted:
	Date Reply Received:
Subject:	
Date Reply Required:	
Message:	
Originator:	Date
Reply:	
Reply By:	Firm
	Date:

**AUTHORIZATION OF ENGINEERING COSTS FOR
EVALUATION OF SUBSTITUTES AND EQUALS**

To: _____
Contractor

Date: _____

PROJECT NAME: **FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT**

We have received a submittal for _____ on
_____. The equipment submitted is being
substituted as being "equal" to the equipment originally specified. Per the General Provisions or the
Contract Documents, the Contractor shall pay for the San Lorenzo Valley Water District (SLVWD) effort
in establishing the quality of the submitted equipment and the suitability for the intended purpose. The
estimated time to review this submittal is _____ hours at an hourly rate of
\$_____ Dollars, for a total cost of \$_____ dollars. Before any work can be
done on this review submittal, a signed copy of this authorization form must be received from the
Contractor by SLVWD. The starting date for the submittal review shall be the date that SLVWD receives
the signed authorization from the Contractor.

Rick Rogers, District Manager

1.02 APPROVED:

Contractor

Date

Distribution of Executed Document: Rick Rogers, SLVWD, District Manager
Josh Wolff, SLVWD District Engineer
Contractor

**4. AUTHORIZATION OF ENGINEERING COSTS FOR
REDESIGN DUE TO SUBSTITUTIONS AND EQUALS**

To: _____
Contractor

Date: _____

PROJECT NAME: **FOREMAN PIPELINE ACCESS TRAIL REHABILITATION PROJECT**

As a result of the contractor's request to use the _____ substitution (or equal) titled _____, the following redesign is required to Work referred to in the Specifications as: _____.

The cost of the required engineering redesign work is detailed as follows:

Work Description	Labor Hours	Hourly Rate	Total Cost
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
TOTAL AUTHORIZED AMOUNT\$			

Before any work can be completed on this redesign effort, a signed copy of this authorization form must be received from the Contractor by SLVWD. The starting date for this redesign shall be the date that SLVWD receives the signed authorization from the Contractor.

Rick Rogers, District Manager

1.03 APPROVED:

Contractor

Date

Distribution of Executed Document: Rick Rogers, SLVWD, District Manager
Josh Wolff, SLVWD District Engineer
Contractor

SECTION 00700A

REFERENCED PROVISIONS OF SECTION 8-1.14 OF CALTRANS' STANDARD SPECIFICATIONS ISSUED
2015
(as referenced in General Conditions Section 21.4)

8-1.14 CONTRACT TERMINATION

8-1.14E Payment Adjustment for Termination

If the Department issues a termination notice, the Engineer determines payment for termination based on the following:

1. Direct cost for the work:
 - 1.1. Including:
 - 1.1.1. Mobilization.
 - 1.1.2. Demobilization.
 - 1.1.3. Securing the job site for termination.
 - 1.1.4. Losses from the sale of materials.
 - 1.2. Not including:
 - 1.2.1. Cost of materials you keep.
 - 1.2.2. Profit realized from the sale of materials.
 - 1.2.3. Cost of material damaged by:
 - 1.2.3.1. Act of God.
 - 1.2.3.2. Act of a public enemy.
 - 1.2.3.3. Fire.
 - 1.2.3.4. Flood.
 - 1.2.3.5. Governor-declared state of emergency.
 - 1.2.3.6. Landslide.
 - 1.2.3.7. Tsunami.
 - 1.2.4. Other credits.
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the Contract not been terminated.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

END OF SECTION 00700A

SECTION 00800

SUPPLEMENTARY CONDITIONS

MODIFICATION OF THE GENERAL CONDITIONS

- A. General. These Supplementary Conditions form a part of and modify the preceding General Conditions. Provisions and requirements of the General Conditions not so modified shall remain in full force and effect.
- B. District Standards. All Work conducted under this Contract shall be constructed in strict accordance with SLVWD's standard plans and specifications. A copy of the standard plans and specifications are available to the Contractor at SLVWD, located at 13060 CA-9, Boulder Creek, California 95006.

Failure of SLVWD to provide a copy of the standard plans and specifications with the Contract Documents does not relieve the Contractor of his responsibility to conduct the Work in accordance with the standards, or his responsibility to obtain a copy of the standard plans and specifications from SLVWD. The Contractor is hereby made aware of the existence of said standard plans and specifications, and as such, shall be bound by their contents and provisions.

In the event of a conflict between these Specifications and SLVWD's standard plans and specifications, SLVWD standards shall be followed. Conflict between the standards and these Specifications shall be identified by the Contractor to the Engineer prior to conduct of the Work, and the Work shall not proceed without written clarification of the Work by the Engineer. Conduct of the Work by the Contractor without written clarification shall be at the risk of the Contractor, and no additional compensation will be allowed, in any form, for correction of conflicted Work performed by the Contractor without the written clarification of the Engineer.

- C. Modifications. The Articles, paragraphs, and subparagraphs mentioned are those of the General Conditions (Section 00700).
1. Paragraph 2.9 – Preconstruction Conference. Add the following: Preconstruction conference shall be conducted via telephone conference call.
 2. Paragraph 8.10.1 - Water Supply. Add the following: Contractor is responsible for securing and paying District for construction water supply.
 3. Paragraph 12.1.6 – Corrections and Resubmittals. Resubmittals shall be identified with number of the original submittal followed by consecutive numbers in accordance with Section 01300.
 4. Paragraph 17.3.3 – Test Costs. SLVWD shall bear all testing costs. Contractor shall bear all costs associated with testing of any required re-work due to deficiencies in initial work product.
 5. Paragraph 20.9 – Approval of Final Payment. Add the following: The application will be

returned if the items in Paragraph 20.8 are not submitted with the final application for payment. The Contractor may make application for final payment upon obtaining unconditional releases of claims from each sub-contractor or supplier for each preliminary notice submitted to SLVWD. After the work is complete and SLVWD receives unconditional releases from all subcontractors and suppliers, SLVWD will file a Notice of Completion with the County Recorder. After thirty-five (35) calendar days have elapsed following recording of such notice, final payment will be made to the Contractor.

END OF SECTION 00800

SECTION 00800CA

CALIFORNIA STATE REQUIREMENTS

CALIFORNIA STATE REQUIREMENTS

A. State Wage Determinations:

1. As required by Sections 1770 *et seq.* of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations ("DIR"). SLVWD has obtained from the Director of the DIR the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Public Work is to be performed for each craft, classification or type of workman needed to execute this Contract. Copies of the wage determination are on file and may be obtained by interested parties at the office of SLVWD or may be obtained from the State of California, Division of Labor Statistics and Research at (415) 557- 0561. The Contractor shall post a copy of such determination at each job site.
2. The Contractor and all Subcontractors shall comply with all applicable requirements and provisions of the Labor Code, including Sections 1775 and 1776. The Contractor shall forfeit, as a penalty to SLVWD, two-hundred dollars (\$200.00), for each calendar day, or portion thereof, for each workman paid less than stipulated prevailing rates for Work done under the Contract Agreement by him, or any Subcontractor under him, in violation of the provisions of the California Labor Code. Copies of these wage determinations shall be posted and maintained at the job site by the successful bidding Contractor.
3. The Contractor shall not perform the Work with a subcontractor who is ineligible to perform work on a public works project in accordance with the requirements of Sections 1777.1 and 1777.7 of the California Labor Code.

B. Workers' Compensation:

1. In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor shall secure the payment of compensation to his employees.

2. Prior to beginning work under the Contract, the Contractor shall sign and file with SLVWD the following certification:

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

3. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of SLVWD, a bidder to whom a Contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

C. Apprentices on Public Works Contracts:

1. The Contractor shall confirm to all the requirements of Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him. The Contractor shall provide SLVWD with a copy of the contract award information at the time that information is submitted to the applicable apprenticeship program. Within sixty (60) days after concluding the work pursuant to this Contract, the Contractor shall submit, and require each Subcontractor under him to submit, to SLVWD and the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Contract.
2. Section 1777.5 requires that every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
3. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under the apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - a. The apprenticeship standards and apprentice agreements under which he or she is training.
 - b. The rules and regulations of the California Apprenticeship Council.
4. When the Contractor, or any subcontractor under him, employs workers in any apprenticeable craft or trade to perform Work, the Contractor and subcontractor shall employ apprentices in at least the ratio set forth in Labor Code section 1777.5 and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the Contractor under the

apprenticeship standards for the employment and training of apprentices in the area or industry affected.

5. Prior to commencing Work on the Contract, the Contractor and/or subcontractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the Work. The information submitted shall include an estimate of the journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the Owner.
6. Within 60 days after concluding Work on the Contract, the Contractor and any subcontractors shall submit to the Owner, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Contract. The information submitted pursuant to this section GC 7-2 shall be public.
7. If the Contractor, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade, then the Contractor shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the site of the Work. The Contractor may take as a credit for payments to the council any amounts paid by Contractor to an approved apprenticeship program that can supply apprentices to the Site of the Work. The Contractor may add the amount of the contributions in computing his or her Bid for the Contract.
8. Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. The Contractor has the responsibility of compliance with these requirements for all apprenticeable occupations.
9. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- D. Working Hours:** The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The time of service of any laborer, workman, or mechanic employed on the Work shall be limited and restricted to eight (8) hours during any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as otherwise provided in said sections. The Contractor shall forfeit to SLVWD as a penalty, twenty-five dollars (\$25.00) for each laborer, worker, or mechanic employed in the execution of the Work by him or any Subcontractor under him for each calendar day during which such laborer, worker, or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of provisions of the California Labor Code, unless such worker receives compensation for all hours worked in excess of eight (8) hours per day, at not less than 1-1/2 times the basic rate of pay.

- E. Contractor Not Responsible For Damage Resulting From Certain Acts of God:** As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an Act of God, in excess to five percent (5%) to the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of SLVWD. The Contractor shall obtain insurance to indemnify SLVWD for any damage to the Work caused by an Act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this Section, the term "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.
- F. Notice of Completion:** In accordance with the Sections 8182 of the California Civil Code, within fifteen (15) days after date of acceptance of the Work and after Owner receives an unconditional waiver and release form from all subcontractors and suppliers, SLVWD will file, in the County Recorder's office, a Notice of Completion of the Work.
- G. Unpaid Claims:** If at any time prior to the expiration of the period of service of a stop notice, there is served upon SLVWD a stop notice as provided in Section 3179 and 3210 of the California Civil Code, SLVWD shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the Contractor under this Contract as shall be sufficient to answer the claim stated until such stop notice and to provide for the reasonable cost of any litigation thereunder provided that if SLVWD shall, in its discretion, permit Contractor to file with SLVWD the bond referred to in Section 3196 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such stop notice.
- H. Retainage from Monthly Payments:** Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by SLVWD to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with SLVWD or with a state or federally chartered bank in California as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Alternatively, the Contractor may request and SLVWD shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from SLVWD, pursuant to the terms of Section 22300. Securities eligible for investment under Section 22300 shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to the Contractor and SLVWD. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. If the Contractor elects to receive interest on moneys withheld in retention by SLVWD, the Contractor shall, at the request of any Subcontractor performing more than five percent (5%) of the Contractor's total bid, make that option available to the Subcontractor regarding any moneys withheld in retention by the Contractor from the Subcontractor. If the Contractor elects to receive interest on any moneys withheld in retention by SLVWD, then a Subcontractor performing more than five percent (5%) of the

Contractor's total bid shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The mandatory escrow agreement is included in these Contract Documents at Section 00630. SLVWD will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by SLVWD of a Notice of Completion.

I. Public Works Contractors; Assignment to Awarding Body: In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and Subcontractors shall conform to the following requirements. In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

J. Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations:

1. In accordance with Section 1776 of the California Labor Code, the Contractor and each Subcontractor shall keep an accurate payroll record, 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 by him or her in connection with the work pursuant to the Contract. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. In accordance with Section 1771.4 of the California Labor Code, each Contractor and Subcontractor shall furnish payroll records directly to the Labor Commission at least monthly and in a format prescribed by the Labor Commissioner. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a) of Section 1776 of the Labor Code. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct and (2) the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under Paragraph K.1 shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a. A certified copy of all employees' payroll records shall be made available for inspection or furnished to the employee or his or her authorized representative on request, and will

accompany each progress payment to Owner.

- b. A certified copy of all payroll records enumerated in Paragraph K.1 shall be made available for inspection or furnished upon request to a representative of SLVWD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations in compliance with Section 1776 of the California Labor Code and other relevant state law.
 - c. A certified copy of all payroll records enumerated in Paragraph K.1 shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph K.1(b) the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
3. The Contractor and Subcontractors shall file a certified copy of the records, enumerated in Paragraph K.1 with the entity that requested the records within ten (10) work days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by SLVWD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor performing the Contract shall not be marked or obliterated.
5. The Contractor shall inform SLVWD of the location of the records enumerated under Paragraph K.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
6. The Contractor or Subcontractor shall have ten (10) work days in which to comply subsequent to receipt of written notice requesting the records enumerated under Paragraph K.1. In the event that the Contractor or Subcontractor fails to comply within the 10-workday period, he or she shall, as a penalty to SLVWD, forfeit one- hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor shall not be subject to a penalty assessment pursuant to this Paragraph K.6 due to the failure of a Subcontractor to comply with this Section K.
7. Contractor shall cause an identical clause to be included in every subcontract for work pursuant to this Contract.

K. Removal, Relocation, or Protection of Existing Utilities:

1. In accordance with the provisions of Section 4215 of the California Government Code, any Contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the Contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project that is a subject of the Contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.
2. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.
3. Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunk lines in the plans and specifications.
4. If the Contractor while performing the Contract discovers utility facilities not identified by the public agency in the Contract plans and specifications, it shall immediately notify the public agency and utility in writing.
5. The public utility, where they are the owner, shall have the sole discretion to perform such repair or relocation work or permit the Contractor to do such repair or relocation work at a reasonable price.

L. Contractor License Requirements: In accordance with Section 7028.15 of the California Business and Professions Code, a licensed Contractor shall not submit a bid to a public agency unless his or her Contractor's license number and expiration date appears clearly on the bid. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency.

M. Resolution of Construction Claims:

1. In accordance with Section 20104 *et seq.* of the California Public Contract Code. This paragraph O applies to all claims of \$375,000 or less which arise between the Contractor and SLVWD under this Contract for
 - a. A time extension;
 - b. Payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Contract and payment of which is not otherwise expressly provided for as the Contractor is not otherwise entitled; or

- c. An amount the payment of which is disputed by SLVWD.
2. For any claim set out in Paragraph M1. a, b. or c. above 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 herein is intended to extend the time limit or supersede notice requirements otherwise provide by Contract for the filing of claims.
 - b. For claims of less than fifty thousand dollars (\$50,000), SLVWD shall respond in writing to any written claim within forty-five (45) calendar days of receipt of the claim, or may request, in writing, within thirty (30) calendar days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims SLVWD may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of SLVWD and the Contractor.

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

- c. For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), SLVWD shall respond in writing to all written claims within sixty (60) calendar days of receipt of the claim or may request, in writing, within thirty (30) calendar days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims SLVWD may have against the Contractor.

If additional information is therefore required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of SLVWD and the Contractor.

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

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

- e. If the following meet and confer the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
3. The following procedures are established for all civil actions filed to resolve claims subject to this article:
- a. Within sixty (60) calendar days, but no earlier than thirty (30) calendar 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 fifteen (15) calendar days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) calendar days of the submittal, and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court. If the parties fail to select a mediator within the fifteen (15) calendar day period, any party may petition the court to appoint the mediator.
 - b. 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 2016.101) or 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.

Upon stipulation of the parties, arbitrators appointed for purposes of this Paragraph O.3 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 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.

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.

- 4. SLVWD shall not fail to pay money to any portion of a claim which is undisputed except as otherwise provided in this Contract.
- 5. In any suit filed under Section 20104.4 of the California Public Contract Code SLVWD 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.

N. Retention Proceeds; Withholding; Disbursement. In accordance with Section 7107 of the Public Contracts Code with respect to all Contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement the following shall apply:

1. The retention proceeds withheld from any payment by SLVWD from the original Contractor, or by the original Contractor from any subcontractor, shall be subject to this paragraph N.
2. The retention will be paid 60 calendar days "after" the date when Notice of Completion was filed with the County Recorder's Office. In the event of a dispute between SLVWD and the original Contractor, SLVWD may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. For the purposes of this paragraph, "completion" means any of the following:
 - a. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by SLVWD, accompanied by cessation of labor on the work of improvements.
 - b. The acceptance by SLVWD of the work of improvement.
 - c. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 calendar days or more, due to factors beyond the control of the Contractor.
 - d. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 calendar days or more, if SLVWD files for record a notice of cessation or a notice of completion.
3. Subject to subparagraph 4, within seven (7) days from the time that all or any portion of the retention proceeds are received by the original Contractor, the original Contractor shall pay each of its subcontractors from whom retention has been withheld, each Subcontractor's share of the retention received. However, if a retention payment received by the original Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor, if the payment is consistent with the terms of the subcontract.
4. The original Contractor may withhold from a Subcontractor its portion of the retention proceeds if a bona fide dispute exists between the Subcontractor and the original Contractor. The amount withheld from the retention payment shall not exceed one hundred and fifty percent (150%) of the estimated value of the disputed amount.
5. In the event that retention payments are not made within the time periods required by this paragraph N, SLVWD or original Contractor shall be subject to a charge of two percent (2%) per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
6. Any attempted waiver of the provisions of this section shall be void as against the public

policy of this state.

O. Subcontractors.

1. In compliance with the California Public Contract Code Section 4100 *et seq.*, each bidder shall state in his bid the name and business address of each subcontractor who will perform work or a labor or render services to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of the total bid amount, and the portion of the Work which will be done by each subcontractor.
2. Each portion of the Work shall be performed by an organization equipped and experienced to do the Work in the particular field, and no portion of the Work shall be reserved by the bidder or Contractor to himself unless he is so equipped and experienced.
3. Not more than one (1) subcontractor shall be listed for the same portion of the Work.
4. If a particular portion of the Work would be modified by an alternative bid or work in a bid item required by the bid, the bidder shall separately identify such portions of the Work, and list the subcontractors appropriately where they differ from those listed for the basic Work.
5. The substitution of Subcontractors shall comply with California Public Contract Code Sections 4107 and 4107.5. Prior to SLVWD approving Contractor's request for substitution, SLVWD shall give written notice to the listed Subcontractor of the Contractor's request and the reasons for the request. The listed Subcontractor will have five (5) days to submit written objections. Failure of the listed Subcontractor to submit written objections constitutes the listed Subcontractor's consent to the substitution. Requirements of General Conditions, Paragraph 2.11 and 10.2 shall also govern except where differing, in which instances the requirement of this Paragraph shall govern.

P. Notification of Third-Party Claim.

1. SLVWD shall notify the Contractor of the receipt of any third-party claim relating to the Contract within ten (10) work days of SLVWD's receipt of such claim.
2. SLVWD shall be entitled to recover its reasonable costs in providing the notification pursuant to this Paragraph P.

Q. State Audit. The Contract shall be subject to the examination and audit of the State Auditor, at the request of SLVWD or as part of any audit of SLVWD, for a period of three (3) years after final payment under the Contract. The contracting parties shall be subject to that examination and audit.

R. Information Pursuant to California Labor Code Section 2810.

1. The name, address, and telephone number of SLVWD is: San

Lorenzo Valley Water District
13060 CA-9
Boulder Creek, California 95006

(831) 338-2153

2. The name, address, and telephone number of the Contractor is:

3. A description of the labor or services to be provided is stated in the Contract Documents, including but not limited to Section 01010, Summary of the Work.

4. The Contract Time is stated in the Contract Documents, including but not limited to Section 00500, Contract Agreement.

5. The Contractor's employer identification number for state tax purposes is

_____.

6. The workers' compensation insurance policy and the name, address, and telephone number of the insurance carrier of the Contractor is:

Workers' Compensation Insurance Policy Number: _____

Insurance Carrier Name: _____

Insurance Carrier Address: _____

Insurance Carrier Telephone Number: _____

7. The vehicle identification ("VIN") for any vehicle that is owned by the Contractor and used for transportation in connection with any service provided pursuant to this Contract, the number of the vehicle liability insurance policy that covers the vehicle, and the name, address, and telephone number of the insurance carrier are as follows:

VIN: _____

Vehicle Liability Insurance Policy Number: _____

Insurance Carrier Name: _____

Insurance Carrier Address: _____

Insurance Carrier Telephone Number: _____

VIN: _____

Vehicle Liability Insurance Policy Number: _____

Insurance Carrier Name: _____

Insurance Carrier Address: _____

Insurance Carrier Telephone Number: _____

VIN: _____

Vehicle Liability Insurance Policy Number: _____

Insurance Carrier Name: _____

Insurance Carrier Address: _____

Insurance Carrier Telephone Number: _____

VIN: _____

Vehicle Liability Insurance Policy Number: _____

Insurance Carrier Name: _____

Insurance Carrier Address: _____

Insurance Carrier Telephone Number: _____

8. The address of any real property to be used by the Contractor to house workers in connection with the Contract is: _____
9. The total number of workers to be employed by the Contractor to perform labor or services under this Contract is _____
- a. If the information pursuant to paragraph 9, above, is unknown, the Contractor shall provide the best estimate available at the time.
- b. If a best estimate is provided, the Contractor shall have a continuing duty to ascertain the actual figures and provide SLVWD with written notice of those actual figures once that information becomes known.
10. The total amount of all wages to be paid, and the date or dates when those wages are to be paid are:

- a. If the information pursuant to paragraph 10, above, is unknown, the Contractor shall provide the best estimate available at the time.
 - b. If a best estimate is provided, the Contractor shall have a continuing duty to ascertain the actual figures and provide SLVWD with written notice of those actual figures once that information becomes known.
11. The total compensation for all services which the Contractor is obligated to perform under the terms and conditions of this Contract is _____.
12. The total number of persons who will be utilized by the Contractor under this Contract as independent contractors, along with a list of any current local, state, and federal contractor license identification numbers that the independent contractors are required to have under local, state, or federal laws or regulations.

Name of Independent Contractor: _____

Contractor's License Number(s): ____

Name of Independent Contractor: _____

Contractor's License Number(s): ____

Name of Independent Contractor: _____

Contractor's License Number(s): _____

Total Number of Persons Utilized as Independent Contractors: _____.

- a. If the information pursuant to paragraph 12, above, is unknown, the Contractor shall provide the best estimate available at the time.
 - b. If a best estimate is provided, the Contractor shall have a continuing duty to ascertain the actual figures and provide SLVWD with written notice of those actual figures once that information becomes known.
13. Any material change to the terms and conditions of the Contract shall be in writing, in a single document, and contain all of the provisions listed in this paragraph U that are affected by the change.

S. Public Works Contractor Registration Program:

In compliance with Section 1725.5 of the California Labor Code, Contractor must be, and must require all Subcontractors be, registered with the DIR prior to execution of the Contract Agreement. Contractor and all Subcontractors who bid or work on, and/or who are awarded the Contract

Agreement, must be registered with and pay an annual fee to the DIR. Neither Contractor nor any Subcontractors may be listed on the Bid Proposal unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. Neither Contractor nor any Subcontractors may be awarded the Contract Agreement unless registered with the DIR pursuant to Section 1725.5 of the Labor Code. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall submit proof of current DIR registration, and shall require all Subcontractors to submit proof of current DIR registration, to SLVWD prior to commencing work on the project.

END OF SECTION 00800CA

SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- Description of Work
- Contractor Use of Site
- Owner Use of Facilities
- Project Meetings

1.02 DESCRIPTION OF WORK

- A. DESCRIPTION OF WORK: Erosion control and stabilization of the existing Foreman Pipeline Access Trail using site grading, geogrid and Tecco Mat.
- A. Working hours are from 8:00 A.M. to 5:00 P.M. Note that weekend work will not be permitted.

1.03 CONTRACTOR USE OF SITE

- A. Working area consists of the Access Trail and immediately surrounding areas. No staging will be permitted on any road or within any Right-Of-Way.
- B. Contractor shall coordinate any additional staging and storage areas with the District, such areas will be limited to District property at the Lyon Water Treatment Plant complex and/or the Foreman Intake.

1.04 OWNER USE OF FACILITIES

- A. Maintain access to all facilities within the Lyon Treatment Plant complex.
- B. Maintain access to all facilities located at the Foreman Creek Intake site.

1.05 PROJECT MEETINGS

A. Preconstruction Conference:

1. Prior to the commencement of Work at the site, one preconstruction conference will be held at a mutually agreed time and place which shall be attended by the Contractor's Project Manager, its Superintendent, and its Subcontractors as the Contractor deems appropriate. Other attendees will be:
 - a. Governmental representatives as appropriate.
 - b. Others as requested by Engineer, Contractor, or Owner.
2. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the Contractor prior to the meeting date. However, the Contractor should be prepared to discuss all of the items listed below.
 - a. Status of Contractor's insurance and bonds.
 - b. Contractor's tentative schedules.
 - c. Processing applications for payment.
 - d. Maintaining record documents.
 - e. Critical work sequencing.
 - f. Field decisions and Change Orders.
 - g. Use of project site, office and storage areas, security, housekeeping, and Owner's needs.
 - h. Major equipment deliveries and priorities.
 - i. Contractor's assignments for safety and first aid.
 - j. The Engineer will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.
 - k. The Contractor and its Subcontractors should plan on the conference taking 2 hours.

B. Progress Meetings:

1. The Contractor shall attend regular on-site progress meetings at least weekly -and at other times as requested by Engineer or as required by progress of the Work. The Contractor, Engineer, and all Subcontractors active on the site must attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
2. The Engineer shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor is required to present any issues which may impact his work, with a view to resolve these issues expeditiously.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Methods of Measurement
- B. Description of Bid Items

1.02 METHODS OF MEASUREMENT

- A. Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.
- B. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds' avoirdupois. The unit of liquid measure is the U.S. gallon. The unit of length is feet. The unit of volume is cubic yards.
- C. Material not used from a transporting vehicle shall be determined by the ENGINEER and deducted from the certified tag.
- D. When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the CONTRACTOR in writing and approved by the ENGINEER in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the ENGINEER and shall be agreed to by the CONTRACTOR before such method of measurement of pay quantities will be adopted.
- E. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefore.
- F. Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the CONTRACTOR to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the ENGINEER; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will not be included in the final total quantities. No compensation will be allowed for hauling rejected material.

- G. Bid items include all work necessary to complete the specific item described and not otherwise included in other bid items. The CONTRACTOR shall include in each bid item all costs required to construct the work in accordance with the Contract Documents and as identified below. Descriptions of Bid Items are provided in Volume II of the RFP, Section 00301.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01300

CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.01 GENERAL

- A. Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer.
- B. Prior to receiving Notice to Proceed, the Contractor shall submit a Site Specific Safety Plan addressing the requirements of Article 13 of the General Conditions.
- C. Within 14 days after the date of commencement as stated in the Notice to Proceed or at Preconstruction Conference, whichever occurs earliest, the Contractor shall submit the following items to the Engineer for review:
 - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("Or-Equal") submittals listed in the Bid.
 - 2. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.02 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference referred to in Section 01100, "Summary of Work," the Contractor shall submit the following items to the Engineer for review:
 - 1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute ("Or-Equal") submittals listed in the Bid.
 - 2. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
 - 3. Construction schedule for entire project.
 - 4. A preliminary schedule of values for lump sum pay items.

1.03 SHOP DRAWINGS

- A. Shop drawings may be submitted electronically (.pdf format print or scan) via e-mail. If submitting by e-mail, confirm the receipt of large file attachments. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an Engineer registered in the appropriate engineering branch and in the State of California, unless otherwise directed.

- B. Wherever hard copy original submittals are called for in the Contract Documents or required by the Engineer, the Contractor shall furnish to the Engineer for review, 8 copies of each shop drawing submittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.
- D. Except as may otherwise be indicated herein, the Engineer will return each submittal to the Contractor with its comments noted thereon, within 7 working days following their receipt by the Engineer. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The OWNER reserves the right to withhold monies due to the Contractor to cover additional costs of the Engineer's review beyond the second submittal. The Engineer's maximum review period for each submittal, including all resubmittals, will be 7 working days per submittal. In other words, for a submittal that requires two resubmittals before it is complete, the maximum review period for that submittal could be 14 working days. No extension of Contract Time will be granted for delays due to resubmittals that are reviewed within the number of days specified.
- E. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," no revisions are required.
- F. If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," the noted revisions must be made but resubmission of said submittal will not be required.
- G. If a submittal is returned to the Contractor marked "REVISE AND RESUBMIT," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- H. If a submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- I. Submittals which are for information only or which must be reviewed and approved by a permitting jurisdiction will be marked "RECEIPT ACKNOWLEDGED" by the Engineer.
- J. Fabrication of an item shall be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.
- K. All Contractor shop drawings submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submittal to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance

with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

- L. The Engineer's review of Contractor shop drawings submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of connections between provided items (parts must fit together) and for the anchorage of supplied equipment when not detailed on the design drawings.

1.04 CONTRACTOR'S SCHEDULE

- A. Prepare construction schedule showing sequence of activities and proposed shutdowns.
- B. Submit a preliminary construction schedule not later than the Pre Construction Meeting.
- C. Update construction schedule on monthly basis and submit with request for Progress Payment.

1.05 RECORD DRAWINGS

- A. The Contractor shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record drawings of the Contractor's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of the WORK. Copies of the modified record drawings shall be submitted on completion of WORK.
- B. Record drawings shall be accessible to the Engineer at all times during the construction period. Owner may hold a progress payment amount of \$5,000 until Contract Record Drawings are up-to-date.
- C. Final payment will not be acted upon until the Contractor's record drawings have been prepared and delivered to the Engineer. Said up-to date record drawings shall be in the form of a set of Contract Documents prints with any changes from the original Contract Documents carefully plotted on the prints in red ink.
- D. Upon substantial completion of the WORK and prior to final acceptance, the Contractor shall finalize and deliver a complete set of record drawings to the Engineer for transmittal to the OWNER, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected drawings showing the reported location of the WORK. The information submitted by the Contractor and incorporated by the Engineer into the

Record Drawings will be assumed to be correct, and the Contractor shall be responsible for the accuracy of such information, and for any errors or omissions which may appear on the Record Drawings as a result.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01410

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 GENERAL

A. Titles of Sections and Paragraphs

1. Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

B. Applicable Publications

1. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

C. Specialists, Assignments

1. In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.

- B. All Work within this Project is subject to the requirements of the California Building Standards Code. The latest edition of the code as approved by California Building Standards Commission and used by the local agency as of the date that the Work is advertised for bids, or as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto. References herein to:

1. "Building Code" or "Uniform Building Code" shall mean the California Building Code;

2. "Mechanical Code" or "Uniform Mechanical Code" shall mean the California Mechanical Code;
 3. "Plumbing Code" or "Uniform Plumbing Code" shall mean the California Plumbing Code;
 4. "Fire Code" or "Uniform Fire Code," shall mean the California Fire Code;
 5. "Electric Code" or "National Electric Code (NEC)" shall mean the California Electrical Code.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or furnishing labor. The Contractor shall bid for the most stringent requirements.
- D. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.
1. References in the Contract Documents to "CALTRANS Standard Specifications" shall mean the State of California Department of Transportation Standard Specifications and Standard Plans. The Contractor should be prepared to distinguish between these two references.
 2. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
 3. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
 4. Applicable Safety Standards
 5. References herein to "Cal-OSHA" shall mean State of California Department of Industrial Relations, Construction Safety Orders, as amended to date, and all changes and amendments thereto.
 6. Accessibility requirements shall conform to Title 24 of the California Administration Code and ADA Guidelines.

1.03 REGULATIONS RELATED TO CONSTRUCTION ACTIVITIES.

- A. The Contractor is responsible that all Work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing construction activities, as referenced in Section 00700, General Conditions, and Section 00800CA, California State Requirements.

1.04 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The Contractor is responsible that all Work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.

- B. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations must be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the OWNER.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01420

ABBREVIATIONS OF INSTITUTIONS

PART 1 - GENERAL

1.01 GENERAL

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms or abbreviations which may appear in these Specifications shall have the meanings indicated herein.

1.02 ABBREVIATIONS

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS-	American Nuclear Society
ANSI	American National Standards Institute, Inc.

APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering Contractors Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute

DCDMA	Diamond Core Drill Manufacturer's Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
EPA	Environmental Protection Agency
FM	Factory Mutual System
FPL	Forest Products Laboratory
HI	Hydronics Institute
APMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastics Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry, Inc.
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction

TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01530

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of existing utilities shown that will be affected by the work. Contractor shall make exploratory excavations as necessary to confirm locations shown. The depths shown for existing underground utilities are based on record drawings, limited potholing, and survey information, and are approximate only (\pm 1-foot vertical and \pm 5-feet horizontal). Where the depths are not shown, no such information was obtained during design. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall immediately notify the Engineer when existing utilities are not as shown on the drawings.
- C. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities. The Contractor shall also notify Underground Service Alert-North at 1-800-227-2600 at least 2 days, but no more than 14 days, prior to such excavation.
- D. Contractor shall photograph and document all project sites before and after construction. Contractor shall provide the Engineer with site pictures before work begins. Contractor shall provide the Engineer with photographs of completed work before requesting final payment.

1.02 PROTECTION OF STREET OR ROADWAY MARKERS AND MONUMENTS

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the Contractor shall be restored accurately after all street or roadway resurfacing has been completed.

1.03 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of at least equal thickness to

match the existing adjacent undisturbed areas. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.

- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements. Temporary surfacing shall be replaced with permanent pavement within no more than 5 days after completion of work in an area. At no time shall the Contractor have more than 2,000 feet of trench with temporary surfacing.
- C. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.04 EXISTING UTILITIES AND IMPROVEMENTS

A. General

- 1. The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary. The following clearances shall be met for gas mains and electric lines encountered:
 - a. Five feet from power pole to edge of straight trench.
 - b. Three feet from edge of slope for sloped trench.
 - c. Five feet from anchor blocks.
 - d. Three feet from edge of gas main to edge of pipeline.
 - e. One-foot minimum crossing of gas main with pipeline.
 - f. A minimum of ten radial feet from the conductors on overhead power lines.
- 2. Clearances to be met for telephone are the following:
 - a. Five feet for anchor blocks and telephone poles.
 - b. Three feet for sloped trench.

B. Utilities to be Moved:

- 1. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the

Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal. The Contractor shall arrange with the utility for utility poles to be moved whenever any of the clearances described above cannot be maintained. Contractor shall pay for such utility pole relocation. No extra compensation shall be paid to the Contractor for movement of utility poles.

D. Owner's Right of Access:

1. The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.

E. Underground Utilities Indicated:

1. Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor.

F. Underground Utilities Not Indicated:

1. In the event that the Contractor damages any existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the Engineer.

G. Approval of Repairs:

1. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.

H. Maintaining in Service:

1. All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01550

ACCESS, PARKING, AND TRAFFIC

PART 1 - GENERAL

1.01 HAUL ROADWAYS

- A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work.
- B. Provide traffic control as specified in Section 01 57 00.

1.02 CONTRACTOR'S WORK AND STORAGE AREA

- A. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work.
- B. Contractor shall be responsible for the security of its equipment, materials, and facilities stored in the temporary staging and storage areas.
- C. Contractor shall not use temporary staging and storage areas for maintenance of vehicles and equipment used in constructing the Work without prior approval by the Owner.
- D. No staging or materials or equipment outside of working hours will be allowed within the County ROW or on private roads.

1.03 PARKING

- A. The Contractor shall direct its employees to park in areas that do not interfere with traffic or access to the adjacent parcels.
- B. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01560

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will not be permitted.

1.02 DUST AND MUD ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust and/or mud in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust and/or mud originating from its operations. The dust or mud abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other

classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

- B. All chemicals used during the project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, fertilizer, disinfectants, polymers, reactants, fuel, oil, hydraulic fluid, detergent, paint, solvent, glue, or any other classification, shall be stored within a containment area that minimizes contact of the chemicals and the storage containers with surface waters. The Contractor shall notify the Engineer to determine if the surface water has been contaminated or may be allowed to be discharged to the storm drains or stream channels. If the surface water flows have become contaminated due to contact with the chemicals or the storage containers, the Contractor shall provide for removal and/or treatment of the surface water flows at no additional costs to the Owner. If spills occur in the containment area, the Contractor shall immediately notify the Engineer and contain and clean up the spill to prevent spilled material from entering storm drains, stream channels, or groundwater or from being absorbed by the underlying pavement or soil.

1.06 TRENCH SPOILS DISPOSAL

- A. All trench spoils shall be hauled in trucks fitted with tarps and tailgates.
- B. All trench spoils shall be disposed of at suitable sites retained by the Contractor and in compliance with fill and grading permits, copies of which shall be provided to the Engineer.
- C. If disposing of trench spoils on private property, Contractor shall provide a release of liability from property owner upon construction completion.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01578

CONTROL OF GROUND AND SURFACE WATER

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Dewatering, depressurization, draining, and maintenance of excavations and foundation beds in dry and stable condition.
- B. Protection of work against surface runoff and rising flood waters.
- C. Disposal of removed water.

1.02 REFERENCES

- A. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.
- B. Federal Regulations, 29 CFR 1926, Safety and Health Regulations for Construction, Subpart P, Excavations, Occupational Safety and Health Administration (OSHA)
- C. State Water Resources Control Board, Order No. WQO-2009-009-DWQ, General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, with Amendments
- D. California Regional Water Quality Control Board, Central Coast Region, Order No. R3-2011-0223, NPDES Permit No. CAG993001, Waste Discharge Requirements, General Permit for Discharges with Low Threat to Water Quality
- E. Santa Cruz County Code, Chapter 7.79, Runoff and Pollution Control

1.03 DEFINITIONS

- A. Groundwater control includes both dewatering and depressurization of water-bearing soil layers.
- B. Dewatering includes lowering the water table and intercepting seepage or localized perched water zones which would otherwise emerge from slopes or bottoms of excavations and disposing of removed water. Dewatering is intended to:
 - 1. Provide a stable or relatively dry working area for material excavation and/or backfill
 - 2. Improve excavating, hauling and screening characteristics of excavated material
 - 3. Increase stability of excavated slopes.
 - 4. Prevent dislocation of material from slopes or bottoms of excavations.
 - 5. Prevent failure or heaving of the bottom of excavations.
 - 6. Reduce lateral loads on sheeting and bracing (as applicable).

- C. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom.
- D. Excavation drainage control includes keeping excavations free of surface and seepage water.
- E. Surface drainage control includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.
- F. Equipment and instrumentation for monitoring and control of the dewatering system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.
- G. Continuous groundwater control installations for linear work include well points or eductor wells at maximum 15-foot spacing or deep wells at maximum 50-foot spacing.

1.04 PERFORMANCE REQUIREMENTS

- A. Review existing reports and conduct subsurface investigations, if needed, to identify groundwater conditions and to provide parameters for design, installation and operation of groundwater control systems.
- B. Design a ground water control system, compatible with Federal Regulations 29 CFR Part 1926, producing the following results:
 - 1. Effectively reduce the hydrostatic pressure affecting excavations and lower the groundwater level at least 2 feet below the bottom of excavations.
 - 2. Develop a substantially dry and stable subgrade for subsequent construction operations.
 - 3. Preclude damage to adjacent properties, utilities and other work.
 - 4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.
 - 5. Maintain stability of sides and bottom of excavations.
 - 6. Design of the groundwater control system shall be prepared and signed by a qualified specialist who has sufficient prior experience and knowledge to assume responsibility of an effective groundwater control system.
- C. Ground water control systems may include excavation sump pumps, single- or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types. Excavation and surface drainage may also include sump pumping.
- D. Locate ground water control and drainage systems to not interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
- E. Assume sole responsibility for ground water control systems and for loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by the ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of the system to protect property, as required.

- F. Provide adequate number of piezometers installed at the proper locations and depths as required to record meaningful observations of the conditions affecting the excavation, adjacent structures, and water wells. For each phase of the Work, a minimum of three piezometers shall be provided along each side of the ditch excavation area.

1.05 SUBMITTALS

- A. Follow Section 01 30 00 Contractor Submittals.
- B. Ground Water and Surface Water Control Plan shall include:
 - 1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.
 - 2. Names of equipment suppliers and installation Subcontractors.
 - 3. Description of proposed ground water control systems indicating arrangement, location; depth and capacities of system components along with installation details and criteria, and operation and maintenance procedures.
 - 4. Description of proposed monitoring and control system indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.
 - 5. Description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.
 - 6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.
 - 7. Operating requirements, including piezometric control elevations for dewatering and depressurization.
 - 8. Surface water control and drainage installations.
 - 9. Proposed methods and locations for disposing of removed water.
- C. Submit the following records upon completed installation:
 - 1. Installation and development reports for well points, eductors, and deep wells.
 - 2. Installation reports and baseline readings for piezometers and monitoring wells.
 - 3. Baseline analytical test data of water from monitoring wells.
 - 4. Initial flow rates.
- D. Submit the following records on a weekly basis during water control operations:
 - 1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Follow Paragraph 3.02, Requirements for Eductor, Well Points, or Deep Wells;
 - 2. Maintenance records for ground water control installations, piezometers, and monitoring wells.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Follow requirements of agencies having jurisdiction.
- B. Follow California Department of Water Resources and Santa Cruz County regulations for development, drilling, and abandonment of wells used in dewatering system.

- C. Obtain permits from agencies with control over the use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Review and permitting process may be lengthy. Take early action on submittal process.
- D. Monitor ground water discharge for turbidity prior to discharging to local drainage ditches. Use settling tanks, stilling basins, filter bags or other measures to reduce the turbidity of discharged water to below 500 NTU.

PART 2 - PRODUCTS

2.01 EQUIPMENT AND MATERIALS

- A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review of the Engineer through submittals required in Paragraph 1.05, Submittals.
- B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation and operation.
- C. Furnish equipment in good repair and proper operating order.
- D. Keep sufficient standby equipment and materials available to ensure continuous operation, where required.

PART 3 - EXECUTION

3.01 GROUND WATER CONTROL

- A. Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures and soil parameters for design and installation of ground water control systems. Present results in the Ground Water and Surface Water Control Plan.
- B. Provide labor and products to lower, control and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.
- C. Install, operate, and maintain ground water control systems following the Ground Water and Surface Water Control Plan. Notify Engineer in writing of changes made to accommodate field conditions and changes to the Work. Prepare revised drawings and calculations with such notification.
- D. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.
- E. Monitor operations to verify that the system lowers ground water levels at a rate required to maintain a substantially dry excavation resulting in a stable subgrade.

- F. Where hydrostatic pressures in confined water bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Define allowable piezometric elevations in the Ground Water and Surface Water Control Plan.
- G. Maintain water level at a minimum of 2 feet below subgrade elevation, or to elevations indicated on Drawings, unless Engineer authorizes a higher level.
- H. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place.
- I. Remove system upon completion of construction or when dewatering and control of surface or groundwater is no longer required.
- J. Replace excavation performed for convenience of dewatering in foundation beds with materials as impermeable as original foundation material or as indicated on Drawings.

3.02 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS

- A. Submit a certification that the ground water control system including eductors, well points, or deep well is in compliance with the criteria of Ground Water and Surface Water Control Plan.
- B. For above-ground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.
- C. Install sufficient piezometers or monitoring wells to ensure that all trench or shaft excavations in water bearing materials are predrained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization.
- D. Install piezometers or monitoring wells not less than one week in advance of beginning the associated excavation.
- E. Replace installations that produce noticeable amounts of sediments after development.
- F. Provide additional ground water control installations, or change the methods, in the event that the installations according to the ground water control plan does not provide satisfactory results based on the performance criteria defined by the plan and by the specification. Submit a revised plan according to Paragraph 1.06B.

3.03 MAINTENANCE AND OBSERVATION

- A. Conduct a minimum of daily maintenance and observation of piezometers or monitoring wells while the ground water control installations are operating in an area. Keep system in good condition.
- B. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells within 48 hours.

- C. Cut off piezometers or monitoring wells in excavation areas, where exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations.
- D. Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by the Engineer.

3.04 MONITORING AND RECORDING

- A. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Monitor and record water level and ground water recovery. Obtain data and record daily until steady conditions are achieved, and twice weekly thereafter.
- B. Observe and record elevation of water level daily as long as dewatering system is in operation, and weekly thereafter until the Work is completed or piezometers or wells are removed, except when Engineer determines that more frequent monitoring and recording are required. Follow Engineer's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

3.05 SURFACE WATER CONTROL

- A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. The requirement includes temporary protective works required to protect adjoining properties from surface drainage caused by construction operations.
- B. Divert surface and seepage water into sumps and pump into drainage channels, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

SECTION 01600

PRODUCTS, MATERIALS, EQUIPMENT AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DEFINITIONS

- A. The word "Products," as used herein, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for the project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction, and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the WORK.

1.02 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, and equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material and equipment selections.

1.03 PRODUCT DELIVERY AND STORAGE

- A. The CONTRACTOR shall deliver and store the WORK in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure coordination to ensure minimum holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.
- B. The CONTRACTOR shall provide a certificate of compliance for all materials to be incorporated in the Work.

1.04 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturers unopened containers and packaging.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment, including those provided by OWNER, by methods to prevent soiling and damage.
- C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.05 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.
- B. For exterior storage of fabricated products including pipe, products shall be placed on sloped supports above ground. Products subject to deterioration, including all ferrous metals, shall be covered with impervious sheet covering and heat and ventilation shall be provided to avoid condensation. PVC pipe shall be stored to avoid prolonged exposure to sunlight.
- C. Loose granular materials shall be stored on solid flat surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.
- F. The CONTRACTOR shall comply with manufacturer's product storage requirements and recommendations.
- G. The CONTRACTOR shall maintain manufacturer-required environmental conditions continually.
- H. The CONTRACTOR shall ensure that surfaces of products exposed to the elements are not adversely affected and that weathering of finishes does not occur.
- I. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
- J. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to acceptance by the OWNER in accordance with the Contract Documents.

1.06 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM

- A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
1. The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the CONTRACTOR.
 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute and the ENGINEER'S decision shall be final.
 3. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR'S expense additional data about the proposed substitute.
 4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.
 5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute.
 6. The CONTRACTOR shall be responsible for resultant changes including design and construction changes and all additional costs resulting from the changes which the accepted substitution requires in the CONTRACTOR'S WORK, the WORK of its subcontractors and of other contractors, and shall effect such changes without cost to the OWNER.
- B. The procedure for review by the ENGINEER will include the following:
1. If the CONTRACTOR wishes to provide a substitute item, the CONTRACTOR shall make written application to the ENGINEER on a "Substitution Request Form."
 2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 14 days after award of the Contract.
 3. Wherever a proposed substitute item has not been requested as specified herein, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
 4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
 5. The ENGINEER will evaluate each proposed substitute within a reasonable period of time.
 6. As applicable, no shop drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."
 7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitute.

- C. The CONTRACTOR's "Substitution Request Forms" shall contain the following statements and information which shall be considered by the ENGINEER in evaluating the proposed substitution:
1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of substantial completion on time.
 2. Whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 3. whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
 4. All variations of the proposed substitute from the items originally specified will be identified.
 5. Available maintenance, repair, and replacement service will be indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01710

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 FINAL CLEANUP

- A. The Contractor shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.02 CLOSEOUT TIMETABLE

- A. The Contractor shall establish a date for acceptance of work. The date shall be established not less than one week prior to beginning any of the foregoing items, to allow the Owner, the Engineer, and their authorized representatives sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

- A. The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Engineer for transmittal to the Owner:
 - 1. Written guarantees, where required.
 - 2. Operating manuals and instructions.
 - 3. Maintenance stock items; spare parts; special tools.
 - 4. Completed record drawings.
 - 5. Geospatially referenced locations of all installed facilities and equipment (i.e., GPS data)
 - 6. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
 - 7. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.04 MAINTENANCE AND GUARANTEE

- A. The Contractor shall comply with the warranty requirements contained in the Construction Contract.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the Owner from further responsibility in connection with such repair or resurfacing.

- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the Work and the Contractor and his surety shall be liable to the Owner for the cost thereof.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01730

OPERATIONS AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Preparation and submittal of Operation and Maintenance Manuals.

1.02 SUBMITTALS

- A. Submit Operation and Maintenance Manuals as part of the shop drawing approval process.
- B. Make additions and revisions to the Manuals in accordance with Engineer's review comments.
- C. Submit four (4) complete Manuals for each piece of equipment or system after shop drawing approval.

1.03 OPERATION AND MAINTENANCE MANUALS

- A. Preparation:
 - 1. Provide Operations and Maintenance Manuals in 3-ring binders with rigid covers. Utilize tab sheets to organize information.
- B. Contents of Operation and Maintenance Manuals:
 - 1. Cover Page: Equipment name, equipment tag number, project name, Owner's name, appropriate date.
 - 2. Table of Contents: General description of information provided within each tab section.
 - 3. Lubrication Information: Required lubricants and lubrication schedules.
 - 4. Control Diagrams:
 - a. Internal and connection wiring, including logic diagrams, wiring diagrams for control panels, ladder logic for computer based systems, and connections between existing systems and new additions, and adjustments such as calibrations and set points for relays, and control or alarm contact settings.
 - 5. Start-up Procedures: Recommendations for installation, adjustment, calibration, and troubleshooting.
 - 6. Operating Procedures:
 - a. Step-by-step procedures for starting, operating, and stopping equipment under specified modes of operation.
 - b. Include safety precautions and emergency operating shutdown instructions.
 - 7. Preventative Maintenance Procedures: Recommended steps and schedules for maintaining equipment.
 - 8. Overhaul Instructions: Directions for disassembly, inspection, repair and reassembly of the equipment; safety precautions; and recommended tolerances, critical bolt torques, and special tools that are required.

9. Parts List: Generic title and identification number of each component part of equipment; include bearing manufacturer, model and ball or roller pass frequencies for every bearing.
10. Spare Parts List: Recommended number of parts to be stored at the site and special storage precautions.
11. Drawings: Exploded view or plan and section views with detailed callouts.
12. Provide electrical and instrumentation schematic record drawings.
13. Provide approved shop and fabrication drawings.
14. Source (Factory) Quality Control Test Results: Provide copies of factory test reports as specified in the applicable equipment section.
15. Field Quality Control Test Results: After field testing is completed, insert field test reports as specified in the applicable equipment section.
16. Equipment Summary Form: Completed form in the format attached at the end of this Section. Insert Equipment Summary Form after the tab sheet of each equipment section. The manufacturer's standard form will not be acceptable.
17. Manufacturer's Warranty Documents: Provide copies of standard warranty documents with the initial O&M Manual submittal. Submit equipment specific warranties (listing serial numbers and expiration dates) at project close-out.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (Not Used)

EQUIPMENT SUMMARY FORM

1. EQUIPMENT ITEM _____
2. MANUFACTURER _____
3. EQUIPMENT IDENTIFICATION NUMBER(S) _____

4. LOCATION OF EQUIPMENT _____
5. NAMEPLATE DATA -
 - Horsepower _____
 - Amperage _____
 - Voltage _____
 - Service Factor (S.F.) _____
 - Speed _____
 - Enclosure Type _____
 - Capacity _____
 - Other _____
6. MANUFACTURER'S LOCAL REPRESENTATIVE
 - Name _____
 - Address _____
 - Telephone Number _____
7. MAINTENANCE REQUIREMENTS _____

8. LUBRICANT LIST _____

9. SPARE PARTS (recommendations) _____

10. COMMENTS _____

END OF SECTION

SECTION 02010

EXISTING FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes requirements for connection to and abandonment of existing facilities.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. All related work specified elsewhere, or in other codes or standards, will be as last revised, unless a specific date of issuance is called out in opposition to later revision date(s).
- B. Other sections of the technical specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 1. Abandonment of Pipelines 02 22 20
 - 2. Trenching, Backfilling, and Compacting: 31 23 00
 - 3. Manual Valves: 33 12 16

1.03 SUBMITTALS

- A. Submit a connection plan detailing the schedule and methods for transitioning from existing to new facilities.

1.04 CONDITION OF EXISTING FACILITIES

- A. The Owner does not warranty the condition, size, material, and location of existing facilities.

1.05 LOCATION

- A. The Contractor shall be responsible for potholing and verifying in advance the location of all existing pipelines as shown on the plans. Discrepancies shall be reported to the Engineer, prior to the fabrication of, or purchase of material affected by the discrepancy.

1.06 PROTECTION OF EXISTING UTILITIES AND FACILITIES

- A. The Contractor shall be responsible for the care and protection of all existing sewer pipe, water pipe, gas mains, culverts, power or communications lines, sidewalks, curbs, pavement, or other facilities and structures that may be encountered in or near the area of the work.
- B. It shall be the duty of the Contractor to notify Underground Service Alert and each agency of jurisdiction and make arrangements for locating their facilities prior to beginning construction.

- C. In the event of damage to any existing facilities during the progress of the work, the Contractor shall pay for the cost of all repairs and protection to said facilities. The Contractor's work may be stopped until repair operations are complete.

1.07 PROTECTION OF LANDSCAPING

- A. The Contractor shall be responsible for the protection of all the trees, shrubs, irrigation systems, fences, and other landscape items adjacent to or within the work area, unless they are directed to do otherwise on the plans.
- B. In the event of damage to landscape items, the Contractor shall replace the damaged items to the satisfaction of the Engineer and the Owner, or pay damages to the property Owner as directed by the Owner.
- C. When the proposed pipeline is to be within planted or other improved areas in public or private easements, the Contractor shall restore such areas to the original condition after completion of the work. This restoration shall include grading, a placement of 5 inches of good topsoil, re-sodding, and replacement of all landscape items indicated.
- D. If the Contractor does not proceed with the restoration after completion of the work or does not complete the restoration in a satisfactory manner, the Engineer reserves the right to have the work done and to charge the Contractor for the actual cost of the restoration including all labor, material, and overhead required for restoration.

1.08 PERMITS

- A. All work shall conform to the specifications and requirements of the State of California Department of Transportation, the County, the city having jurisdiction, or the other affected agencies involved. The Contractor shall keep a copy of all the required permits in the job site and comply with all the terms and conditions of said permits. Permits shall also include any related to the abandonment of an existing water or sewerpipe.

PART 2 - MATERIALS

All materials used in making the connection or removing the facility from service shall conform to the applicable sections of these specifications.

2.01 GROUT

- A. Grout used for plugging abandoned facilities shall be Portland cement grout per Section 03 30 00

2.02 CONCRETE

- A. Concrete used for the replacement of damaged or removed facilities shall be in accordance with Section 03 30 00 and shall match the mix design of the existing facility and per the requirement of the jurisdictional agency.

PART 3 - EXECUTION

3.01 CONNECTION TO EXISTING FACILITIES

- A. All connections shall be made by the Contractor unless shown otherwise on the plans or specified herein.
- B. If multiple connections to the sewer system are anticipated, the Contractor shall submit a connection plan developed with the intent of minimizing the down time to customers.
- C. When customers are affected, the Contractor shall notify the Owner a minimum of seven working days before the time of any proposed shutdown of existing mains or services. The Owner's inspector may postpone or reschedule any shutdown operation if for any reason he feels that the Contractor is improperly prepared with competent personnel, equipment, or materials to proceed with the connection work.
- D. When no customers are affected, the Contractor shall notify the Owner a minimum of two working days before the time of any proposed shutdown of existing mains or services. The Owner's inspector may postpone or reschedule any shutdown operation if for any reason he feels that the Contractor is improperly prepared with competent personnel, equipment, or materials to proceed with the connection work.
- E. Connections shall be made only in the presence of the Owner or Owner's inspector, and no connection work shall proceed until the Engineer has given notice to proceed. If progress is inadequate during the connection operations to complete the connection in the time specified, the Engineer shall order necessary corrective measures. All costs for corrective measures shall be paid by the Contractor.
- F. The Contractor shall furnish all pipe and materials including furnishing all labor and equipment necessary to make the connections, all required excavation, backfill, pavement replacement, lights, and barricades, and may be required to include a water truck, high line hose, and fittings as part of this equipment for making the connections. In addition, the Contractor shall assist the Owner in alleviating any hardship incurred during the shutdown for connections. Standby equipment or materials may be required by the Engineer.
- G. The Contractor shall de-water existing mains, as required, in the presence of the Owner's inspector.
- H. New pipelines shall not be connected to existing facilities until the new pipelines have been successfully tested and accepted by the Owner.

3.02 REMOVAL FROM SERVICE OF EXISTING MAINS AND APPURTENANCES

- A. Existing mains and appurtenances shall be removed from service at the locations shown on the plans or as directed by the Engineer.
- B. Pipelines abandoned in place shall be drained and then sealed at each end with grout plugs. Grout shall extend a minimum of 12-inches into the pipeline and fully encase the end of the pipe.

- C. Existing pipe and appurtenances removed from the ground will require backfill and repair of surface in accordance with Section 31 23 00.
- D. Removed pipe and appurtenances shall be temporarily stockpiled on the job in a location that will not disrupt traffic or be a safety hazard, disposed of in a proper manner (as determined by the Engineer). The Contractor shall remove and dispose of all removed pipe at his own expense to a landfill permitted to accept such materials.
- E. Before excavating for installing mains that are to replace existing pipes and/or services, the Contractor shall make proper provisions for the maintenance and continuation of service as directed by the Engineer unless otherwise specified.
- F. If the meter box is to be removed from an abandoned water service, the service line is to be removed and the corporation stop closed and capped. If there is no corporation stop on the service, the adapter is to be removed and a brass plug is to be installed in the service saddle.
- G. Asbestos Cement Pipe (ACP) shall be cut, removed and disposed of in a proper manner. The Contractor shall be responsible for the proper manifesting of any and all ACP at an authorized disposal site.

3.03 CUTTING AND RESTORING STREET SURFACING.

- A. In cutting or breaking up street surfacing, the Contractor shall not use equipment that will damage adjacent pavement.
- B. All asphalt and/or Portland cement concrete surfaces shall be scored with sawing equipment of a type meeting the approval of the Owner; providing however, that any cement concrete base under an asphaltic mix surface will not be required to be scored by sawing. Existing paving surfaces shall be sawcut back beyond the edges of the trenches to form neat square cuts before repaving is commenced.
- C. Pavement, sidewalks, curbs, or gutters removed or destroyed in connection with performance of the work shall be saw cut to the nearest score marks, if any, and shall be replaced with pavement sidewalks, curbs, or gutters of the same kind, or better by the Contractor in accordance with the latest specifications, rules, and regulations and subject to the inspection of the agency having jurisdiction over the street or highway.
- D. Aggregate base shall be placed beneath the restored pavement to the thickness required by the agency having jurisdiction.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Perform all planning, administration, execution, and cleaning necessary to safely demolish, remove and properly dispose of site features, structural, landscaping, and pavement elements designated for removal on the project Drawings.
- B. Assume ownership of debris and unwanted materials; remove from the site and dispose of legally and in accordance with applicable Federal, State, and local requirements. Sale of removed items or materials onsite shall not be permitted.
- C. This Section includes (but is not necessarily limited to):
 - 1. Site preparation as described under Section 1.4 Site Preparation.
 - 2. Demolition of existing curbs, concrete and asphalt concrete pavements as indicated on the Drawings
 - 3. Removal of existing above grade and below grade utility piping, structures, and appurtenances as indicated on the Drawings.
 - 4. Repair or replace new and existing improvements damaged during performance of the work.
 - 5. Protection of existing utilities and site features.
 - 6. Field verification of existing utility locations prior to performance of work.
 - 7. All work shall be performed in strict accordance to latest requirements of EPA, OSHA, and other applicable Federal, State, and local requirements.
- D. The Contractor is advised that work under this Section may be hazardous. The Contractor is to take all necessary precautions to ensure the safety of workers and property. If hazardous materials are uncovered or suspected, notify the Owner's Representative immediately.

1.2 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals governed by this section **necessary** to perform demolition as specified herein and on the Drawings.

1.3 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions.
- B. Section 02315 – Earthwork.
- C. Section 02370 – Erosion Control.

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1.4 REFERENCE STANDARDS

- A. San Lorenzo Valley Water District Standards.
- B. 29 Code of Federal Regulations 1926.

1.5 SITE PREPARATIONS

- A. Site preparation shall consist of clearing, grubbing, and related work necessary to prepare the project site for construction operations before beginning site demolition.
- B. Demolition activities shall not commence until temporary erosion, sedimentation, and dust control measures are in place.
- C. Clearing: Clearing shall consist of removal and disposal of all roots and stumps, tree stumps, and areas where the tree stumps were removed. All roots larger than 1 inch in diameter, to whatever depth is necessary, and matted roots shall be removed from the construction area.
- D. Disposal: Dispose of remaining vegetation and debris in a legal manner and in accordance with applicable Federal, State, and local requirements.
- E. Shut off power to all light poles and electrical junction boxes identified for removal prior to performing work. Typical lock out/tag out protocols shall be followed.
- F. Utility Location: Contractor shall notify Under Ground Service Alert (USA) a minimum of 48 hours before performing intrusive activities. Contractor shall utilize a utility locator to confirm utility locations within the limits of work and pothole to verify utility location. Contractor shall not perform invasive activities until the start time indicated on the USA ticket or two working days (whichever is later) has passed.

1.6 SUBMITTALS

- A. Pre Job Submittals: At least four complete copies of the following Pre-Job Submittals shall be provided to the Owner's Representative, reviewed, and accepted as complete prior to starting any work at the site. The submittals shall be bound as a set, titled, indexed, and include a table of contents.
 - 1. Proposed Methods and Operations: Provide the proposed methods and operations of demolition to Owner's Representative for review and approval prior to start of work. Include:
 - a. Protections:
 - 1) Submit proposed barrier and protection systems to protect existing adjacent facilities during the work.
 - 2) Submit proposed barrier and protection systems to ensure safe passage of persons and traffic around area of demolition.
 - b. Grading Permit: Obtain and submit an Grading Permit from the Town of Boulder Creek for work within the Town's right of way.
 - 2. Photographs: Prepare and submit a photographic record of existing adjacent structures, within the limits of and adjacent to the work area, site improvements,

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- and pavements within the site boundaries, and at approaches to the site boundaries.
- 3. Submit a site safety plan.
- 4. Noise monitoring documentation.
- B. Chain of Custodies for all disposed materials including weigh tickets and disposal documentation from disposal location.
- C. Results of Utility Location Survey: Contractor shall submit to Owner's Representative the results of the utility survey, including a copy of the Underground Service Alert ticket.

1.7 WORKSITE CONDITIONS

- A. Heat Stress: Contractor shall be aware of the hazards that may arise from operations performed in extreme heat. It is the Contractor's responsibility and duty to comply with all laws, rules and regulations (including Cal OSHA CCR Title 8 Section 3395 and other applicable Cal OSHA regulations) relating to the control of heat-related injuries.
- B. Fire: Contractor shall be aware of the hazards that may arise from fire. It is the Contractor's responsibility and duty to comply with all laws, rules and regulations (including OSHA regulations) relating to fire and fire safety and to utilize non-flammable materials where possible.
- C. Confined Spaces: Contractor shall be aware of the hazards that may arise from operations performed within confined spaces. It is the Contractor's responsibility and duty to comply with all laws, rules and regulations (including OSHA regulations) relating to identification, entry, and employee safety and work operations within confined spaces.
- D. Lockout/Tagout: Contractor shall be aware of the hazards that may arise from hazardous energy including electrical circuits and the release of stored energy. It is the Contractor's responsibility and duty to comply with all laws, rules and regulations (including OSHA regulations) relating to the control of hazardous energy.
- E. Occupancy: The site to be demolished will not be occupied by owner or tenants through completion of the project.
- F. Condition of Site: Owner assumes no responsibility for actual condition of site to be demolished. Conditions existing at the time of bidding will be maintained by the Owner insofar as practicable.
- G. Remove protections at completion of work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SITE IMPROVEMENTS

- A. Contractor shall remove existing above- and at-grade features and pavements as indicated on the Drawings and necessary to facilitate excavation.

3.2 TRAFFIC

- A. Conduct demolition operations and removal of debris in accordance with the Approved Traffic Control Plan and to ensure minimum interference with roads, streets, walks, and other adjacent occupied or operational facilities.
- B. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Town and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways as required by governing regulations.
- C. Staging of haul trucks, equipment, and materials shall be within the boundaries of the worksite. Staging is not permitted on roadways and parking lots outside the worksite unless approved by the Owner's Representative and the Town.
- D. PROTECTIONS
 - 1. Construct barriers and protection systems to ensure safe passage of persons around area of demolition as necessary. Conduct operations to prevent damage to adjacent buildings, structures, and other facilities, and injury to persons.
 - 2. Protect air quality in existing adjacent buildings as necessary by protecting air intakes from dust and exhaust fumes.
 - 3. Protect and maintain benchmarks and survey control points from disturbance during construction.
 - 4. Protect live utilities and new utilities not yet activated and decommission abandoned utilities.
 - 5. Protect existing site improvements including the adjacent landscaping, sidewalks, open space and skate park.
 - 6. Protect environmentally sensitive areas that are identified on the Drawings or surrounded by special fencing that has been placed by the Town.
- E. DAMAGES
 - 1. Promptly repair damages caused to adjacent facilities by demolition operations to the satisfaction of the Owner's Representative, and at no cost to the Owner.
 - 2. The Owner and the Owner's Representative shall be notified of any damage to adjacent facilities.
 - 3. Repair procedures must be approved by the Owner's Representative.
- F. UTILITY SERVICES
 - 1. Maintain existing utilities indicated to remain in service and protect against damage during demolition operations.

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2. Do not interrupt existing utilities serving adjacent sites or facilities, except when authorized in writing by the Owner's Representative. Provide temporary services during interruptions to existing utilities, as acceptable to the Owner's Representative.

G. POLLUTION CONTROLS

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit atmospheric emissions of dust and dirt to lowest practical level. Comply with governing regulations pertaining to environmental protection.
2. Control use of water to avoid creating hazardous or objectionable conditions such as ice, flooding, ponding or pollution.
3. Prevent adjacent structures and improvements from being impacted by dust, dirt and debris caused by demolition operations. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations should they become impacted to the satisfaction of the Owner's Representative. Return adjacent areas to condition existing prior to start of work.

H. NOISE CONTROL

1. Comply with all Federal, State, and local regulations concerning noise.
2. Provide documentation that noise levels do not exceed Federal, State, and local regulations.

3.3 IF HAZARDOUS MATERIALS ARE ENCOUNTERED

- A. If hazardous materials or materials suspected of being hazardous are discovered, stop work and notify the Owner's Representative immediately.
- B. Burning of removed materials is not be permitted.
- C. Store debris in suitable covered containers and remove from site when full.
- D. Removal: Properly characterize and transport materials and dispose of them off-site in accordance with applicable Federal, State, and local requirements.

END OF SECTION 02220

SECTION 02315

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes (but is not necessarily limited to):
 - 1. Work to the lines and grades indicated on the Drawings and as described herein.
 - 2. Support and protect adjoining property and structures.
 - 3. Backfill and compaction testing.
 - 4. Basic construction mitigation measures for emissions and fugitive dust.
 - 5. Stockpile management.
- B. Pollution controls including stormwater and dust management in accordance with the Contract Document General Conditions.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions.
- B. Section 03300, "Cast-In-Place Concrete"
- C. Section 00320, "Geotechnical Instrumentation"
- D. Section 02240, "Dewatering"
- E. Section 02260, "Slurry Walls"

1.3 REFERENCE STANDARDS

- A. "San Lorenzo Valley Water District Foreman Intake Grading and Erosion Control Project" (Geotechnical Report). Prepared by Cal Engineering & Geology dated October 27, 2021.
- B. 29 Code of Federal Regulations Part 1926 Safety and Health Regulations for Construction.
- C. Standard Specifications, State of California Department of Transportation, Latest Edition.
- D. Most current version of ASTM International Standards D 1557, D422 or C136/C117, D4318 and D4829
- E. "California Environmental Quality Act – Air Quality Guidelines". Prepared by the Bay Area Air Quality Control Management District dated May 2011.

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1.4 SUBMITTALS

- A. Test Reports: Test reports for soil tests, borrow site testing, fill and backfill tests, select material tests, density tests, and moisture content tests shall be submitted to the Owner's Representative for review and approval. Copies of all laboratory and field test reports shall be submitted within 24 hours of the completion of the test.
- B. Provide a minimum 5-gallon bucket of each imported fill material for sampling and testing by the Geotechnical Engineer.

1.5 QUALITY ASSURANCE

- A. Contractor shall verify shrinkage characteristics of all soils to be used on the site as engineered fill. The Owner will not be responsible for additional costs associated with variations in shrinkage or bulking factors and related earthwork quantities.
- B. All testing required by this Section and other Sections of these Specifications shall be performed by an independent, qualified Testing Company as approved by Owner. Re-testing required as a result of failed tests shall be at the Contractor's expense.

1.6 TOLERANCES:

- A. Earthwork shall be constructed within a vertical tolerance of +0.1 foot, unless otherwise shown.

1.7 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. If Contractor encounters live utilities not indicated, protect the same from damage and immediately notify the Owner's Representative and the affected utility provider. Do not proceed until further instructions are received from the Owner's Representative.

1.8 LAND MONUMENTS

- A. Contractor shall notify the Owner's Representative of any existing federal, state, county, and private land monuments encountered. Owner will make arrangements to have monuments "tied-out" and replaced and/or relocated. Monuments destroyed by Contractor, which were not previously shown to the Owner's Representative, shall be replaced at the Contractors expense.

PART 2 - PRODUCTS

2.1 COMPACTION EQUIPMENT

- A. Compaction equipment shall be of suitable type, adequate to obtain satisfactory break-down of materials and specified densities to form a dense fill.

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- B. Compaction equipment shall be operated in accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained to deliver manufacturer's rated comparative effort. If inadequate densities are obtained, larger and/or different types of additional equipment capable of achieving specified densities shall be used.

2.2 MOISTURE CONTROL EQUIPMENT

- A. Equipment for applying water shall be of a type and quality which is adequate for the work, does not leak, and is equipped with a distributor bar or other approved device to assure uniform application. Equipment for mixing and drying materials shall consist of blades, discs or other equipment.

2.3 GENERAL ENGINEERED FILL MATERIAL

- A. All fill materials shall be as approved by the Owner's Representative.
- B. Some of the excavated on-site materials may be suitable for re-use as fill material, if they can be processed and compacted to meet the requirements of the Geotechnical Report. Onsite soils shall be approved by the Owner's Representative prior to use as backfill.
- C. All fill material will meet the following requirements as specified in the Geotechnical Report.

EXECUTION

2.4 GENERAL

- A. Surplus Material: The Contractor shall be responsible for removal and disposal of surplus excavated material, if any, at the Contractor's expense in accordance with applicable Laws and Regulations.
- B. The Contractor shall furnish, place and compact all fill material as required to bring all surfaces to the lines, grades and cross sections shown on the plans, and to conform with adjacent existing ground surfaces. Placement of fill material will include procurement, testing, hauling, stockpiling, depositing, watering and compaction, and all other Incidental Work.

2.5 EMISSIONS AND DUST CONTROL

- A. Contractor shall implement careful sequencing of the Work, all necessary engineering controls, and active management to prevent generation of visible dust including the dispersal and off-site migration of fugitive dust.
- B. If visible dust is generated Contractor shall stop work activity immediately to implement additional dust control measures. Contractor shall not resume Work until visible dust

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has been mitigated. Contractor shall not employ dust control methods that result in ponded water or surface erosion.

- C. Contractor shall assume responsibility for all damages, delays, government-imposed penalties or fines, and claims which result from Contractor's emissions and dust control practice.

2.6 BASIC CONSTRUCTION MITIGATION MEASURES FOR EMISSIONS AND FUGITIVE DUST

- A. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved roads and driveways) shall be watered two times per day.
- B. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- C. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- D. All vehicle speeds on unpaved roadway shall not exceed 15 miles per hour (mph).
- E. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- F. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
- G. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- H. All trucks and equipment, including their tires, shall be cleaned off prior to leaving the site.

2.7 MATERIAL PLACEMENT AND STOCKPILE MAINTENANCE

- A. Contractor shall only stockpile materials within staging areas.
- B. Contractor shall stockpile all materials on Base Liner Material.
- C. Excavated soil, concrete, asphalt debris shall be stockpiled separately and may be stockpiled or placed in storage bins.
- D. Contractor shall stockpile materials away from edge of excavations and no closer than 2 feet from site structures.

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- E. Contractor shall cover and manage all on-site stockpiles to prevent windblown dust at all times, including non-work hours. The stockpile shall be covered with a cover liner. Stockpile covers shall be secured with appropriate ballast materials.
- F. During all phases of on-site soil management, contractor shall comply with the BAAQMD emissions and fugitive dust control requirements.
- G. Contractor shall protect stockpiles from storm water run-on/runoff. This shall include, at a minimum, installing berms around soil stockpiles.
- H. Contractor shall maintain stockpiles until the stockpiled material is transported off-site.
- I. Stockpiles of soil shall be constructed by the Contractor such that a berm surrounds each stockpile and water cannot penetrate seams in the base liner. All stockpile runoff shall be contained within the berm, collected and managed by the Contractor in accordance with applicable Federal, State and Local requirements.

2.8 SLURRY WALL EXCAVATION

- A. Contractor shall perform as-needed exploratory pre-trenching to confirm there are no sub-surface obstructions such as granite blocks, brickbats, concrete, utilities and other man placed materials that prevent advancement of the concrete guide wall and slurry wall excavations. Any sub-surface obstructions encountered shall be investigated by the Contractor and reported to the Owner Representative. Contractor shall be prepared to remove all sub-surface obstructions but shall first receive authorization from the Owner Representative before doing so.
- B. Guidewall and slurry wall excavation bottoms shall be cleaned after each cut. The excavation bottoms shall be scraped with adequate passes to ensure removal of loose material and continuity of the trench bottoms.
- C. The trench excavations shall be maintained in an "open" condition. The excavator bucket shall be drained over the trench to minimize generation of waste water. Each cut of the slurry wall shall be excavated to full depth before initiating the next slurry wall panel excavation.
- D. Measurements of the slurry wall trench shall be collected every 10 linear feet at a minimum frequency of one reading per hour. All depth measurements shall be made from the working surface to the bottom of the trench using a weighted steel or cloth tape heavy enough to sink through the slurry. The working surface will be surveyed to provide elevation points.

2.9 ENGINEERED BACKFILLING (GENERAL)

- A. All engineered backfill shall be furnished and placed in accordance with the Geotechnical Report, unless otherwise specified herein.
- B. All engineered backfill shall be placed in uniform horizontal layers not more than 8 inches thick before compaction, and each layer shall be satisfactorily compacted by

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means of suitable mechanical equipment in a uniform and systematic manner. The fill should be constructed in layer such that the surface of each layer is nearly level.

- C. Engineered backfill should be placed and compacted based on the following requirements (per ASTM D-1557 Test Methods):

Area to be Compacted	Minimum Relative Compaction	Moisture Content Required
Non Expansive Engineered Fill	≥90 percent	0 to 3% > optimum moisture
Subgrade prior to placing Fill	≥90 percent	0 to 3% > optimum moisture
Retaining Wall Backfill	≥90 percent	0 to 3% > optimum moisture
Upper 12 inches of pavement subgrade	≥95 percent	0 to 3% > optimum moisture

- D. Backfilling above or against any facilities to be constructed under the contract shall not commence until after such facilities have been properly constructed and inspected. Further, backfilling above or against poured-in-place reinforced concrete structures shall not commence until the concrete has attained a compressive strength of at least 2,500 pounds in a manner not to disturb or damage such facilities of structures, nor subject them to unbalanced loads or forces.
- E. Backfill in front of a retaining wall shall be placed and compacted prior to backfilling behind such wall. Backfilling behind the retaining walls shall not commence until a minimum of fourteen days have elapsed after construction of the wall.
- F. At the time of compaction, materials to be incorporated in backfill shall have the proper uniform moisture content required to obtain the specified relative compaction. The Contractor shall water, or do whatever spreading, mixing and stockpiling is necessary to dry such materials, as the case may be, in order to obtain such proper moisture content.

END OF SECTION 02315

02350 GEOGRID REINFORCED EMBANKMENT

1-1 GENERAL

Geogrid Reinforced Embankment work shall consist of furnishing, transporting all materials and equipment for excavating loose fills and constructing geogrid reinforced embankments as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Prior to placement of geogrid reinforced fill, loose fill materials shall be removed to expose competent material to be approved by the project geotechnical engineer. The excavated onsite material can then be placed as geogrid reinforced fill.

Prior to the placement of any fills, the location to receive a fill shall be approved by the Engineer

1-1.1 Slope Conditions

Based on limited geotechnical borings and geologic mapping, the Contractor should expect to encounter moderately to completely weathered bedrock materials and minor (less than 4 feet thick) deposits of overlying colluvium. The submission of a bid shall be conclusive evidence that the bidder has carefully examined the site of the work and the character of the surface and subsurface materials or obstacles to be encountered.

1-2 MATERIAL

1-2.1 Geogrid Reinforcement

Geogrid reinforcement shall be specifically manufactured for the reinforcement of earth. Geogrid shall have a minimum long-term design strength (LTDS) of 1500 pounds per linear foot in the direction. Geogrid reinforcement shall be pre-approved prior to delivery to the project site. Prior to approval, the Contractor shall provide submittals of the proposed geogrid material(s). The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in accordance with the provisions of Section 6-1.07 "Certificate of Compliance" of the Standard Specifications.

Installation of the geogrid shall not occur until the Engineer approves the submitted material(s) in writing.

1-2.2 Earth Fill

Onsite soil generated from the removal of side cast fill, excavations, and slope scaling containing no more than 2% organic material and free of rocks greater than 4 inches in diameter may be reused as earth fill for geogrid reinforced embankments.

1-2.3 Testing

Compacted earth fill acceptance shall be based on compaction test results. Compaction testing shall be performed at a minimum of 2 vertical feet and at 100-foot increments along the project alignment. Laboratory testing shall include ASTM D-1557. Field compaction tests shall be made using using a nuclear density gauge per ASTM D-6938..

1-3 EXECUTION

1-3.1 Excavation and Fill Placement

The Contractor shall excavate loose material and then place the material as compacted earth fill in 8-inch maximum lifts. The material shall be moisture conditioned to optimum moisture content or above and compacted to a relative compaction not less than 90% per ASTM D-1557. Fill placement shall extend approximately 3-inches beyond the design plane of the slope face (coincident with the outermost ends the geogrid reinforcement) and then trimmed back to expose the ends of the geogrids.

1-3.2 Geogrid Installation

Geogrid shall be placed in horizontal layers at 8-inch vertical spacing. Geogrid shall be placed so that the design strength is perpendicular to the slope face. Geogrid shall be pulled taught and appropriately anchored in conformance with the manufacturer's recommendations. Adjacent geogrids shall be placed to provide 100% coverage; overlapping of adjacent geogrid is not required. Fill placement on geogrid shall

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be done in a manner that preserves tension in the geogrid. At least 3 inches of soil shall be placed prior to operating equipment on the geogrid.

Geogrid shall extend from the slope face to the weathered rock cut. Geogrid shall be a minimum of 6 feet long as measured in the out-of-slope direction.

1-4 MEASUREMENT

Geogrid reinforcement quantity shall be measured by the square yard in place, not including any overlap. The quantity of compacted embankment fill shall be measured by the cubic yard in place.

1-5 PAYMENT

The contract price paid per square yard of geogrid reinforcement and per cubic yard of compacted earth fill shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing excavation and placement of compacted earth fill complete in place, as specified in these Special Provisions, and as directed by the Engineer.

02360 ANCHORED TECCO MAT

1-1 GENERAL

Anchored Tecco Mat system shall consist of furnishing, transporting and constructing an anchored wire mesh system as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

1-1.1 Slope Conditions

Based on limited geotechnical borings and geologic mapping, the Contractor should expect to encounter moderately to completely weathered bedrock materials and minor (less than 4 feet thick) deposits of overlying colluvium. The submission of a bid shall be conclusive evidence that the bidder has carefully examined the site of the work and the character of the surface and subsurface materials or obstacles to be encountered.

1-2 MATERIAL

1-2.1 Wire Mesh

Wire mesh shall be high-tensile steel wire mesh Tecco Green G65/3 system or equivalent.

1-2.2 Anchors

Anchors shall be 1 in diameter Grade 75 soil nails and shall be placed at the spacing and locations shown on the Plans or as directed by the Engineer. The anchors shall extend at least 5 feet below the ground surface and shall be installed with Tecco system spike plate P33 as specified on the Plans.

All anchors shall be galvanized in accordance with Section 75-1.05, "Galvanizing," of the Standard Specifications.

Concrete shall conform to the Section 90-10, "Minor Concrete," of the Standard Specifications. Grout in the drilled hole shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications.

1-2.3 Miscellaneous Material

All miscellaneous hardware such as thimbles, bolts, nuts, etc., shall be galvanized and conform to Section 75, "Miscellaneous Metals," of the Standard Specifications.

1-2.4 Certificate of Compliance

The Contractor shall provide the Engineer with a Certificate of Compliance from the Tecco Mat System manufacturer in accordance with the provisions of Section 6-1.07 "Certificate of Compliance" of the Standard Specifications.

1-3 EXECUTION

1-3.1 Excavation

The excavation and drilling work by the Contractor for the anchors shall be in accordance with specifications as shown on the plans. Prior to installation of the anchored Tecco Mat System, loose and unstable soils and rocks shall be scaled to the extent deemed necessary by the Engineer or Geologist. Material scaled from the slope may be used to construct geogrid reinforced embankments or otherwise disposed of on site as approved by the Engineer.

1-3.2 Installation

The Tecco Mat System shall be installed in accordance with the requirements as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer. Vegetation encountered on slopes on which the anchored wire mesh system is to be placed shall be preserved or pruned or as directed by the Engineer. All trees shall remain.

All anchors shall be installed in drilled holes using centralizers. Centralizers shall adequately support the soil nails in the center of the drilled hole and shall be spaced at a maximum of 2 feet apart. The drilled hole diameter shall be at least 3 inches.

The Contractor shall provide drilling equipment capable of penetrating a minimum of 12 feet. The full length of the anchors below ground shall be encased in concrete or grout as shown on the Plans. Prior to pouring the concrete or grout in the drilled hole, the Contractor shall remove all loose soil or rocks from the hole.

Wire mesh shall be fastened by wire rope anchors at edges as specified on the Plans. Connection clips shall be used to connect adjacent panels of wire mesh. Spacing of connectors shall be no greater than as specified by the wire mesh manufacturer. The wire mesh shall be placed on the slope in a manner that will follow the contours of the slope and minimize gaps and large spaces between the mesh and the ground surface as determined by the Engineer. The wire rope or connectors used to fasten the wire mesh or to adjacent panels of wire mesh shall be galvanized and equal to or greater than the strength of the wire mesh.

Wire mesh shall be secured longitudinally at mesh edges with anchor assemblies as shown on the Plans. Anchor assemblies shall be spaced at the spacings specified on the Plans, or at an interval that conforms to the existing topography as approved by the engineer in the field. The top of the mesh shall be fastened and laid down on the slope as shown on the plans. Due to the irregular slope surface, individual panels may not abut next to each other along the panel edges. In order to mold each panel to lie flush with the slope face and to maintain as perpendicular as possible the alignment of each panel, some gaps between panels may be necessary. Gaps shall be filled by installing filler panels fitted and fastened to adjoining panels specified elsewhere in these special provisions.

1-3.3 Testing

Anchor assemblies shall be pullout tested by the Contractor in the presence of the Engineer. Approximately 5% of total production soil anchors shall be proof tested. The design bond capacity of each soil anchor is 26.5 kips (DL) and proof-tested soil anchors shall be loaded to a maximum 150% of design load (1.5DL). Load schedule in proof tests shall follow the following sequences or an equivalent schedule as approved by engineer: alignment load (AL), 0.5 DL, 0.75 DL, DL, 1.33 DL, and 1.5 DL. At each load increment, the load shall be held for at least 10 minutes except for the load of 1.5DL; at the maximum testing load, a 60-minute extended creep test would be required if creep movements exceed 0.04 inches between 1 and 10 minutes. To meet the acceptance criterion, it is required that 1) no pullout occurs at any tested load level; 2) the total soil anchor movement measured at 1.5DL is greater than 80% of the theoretical elastic elongation of the unbonded length; 3) creep movement does not exceed 0.04 inch between 1 and 10 minutes or 0.08 inch between 6 and 60 minutes. Anchors failing the acceptance criterion shall be replaced and re-tested at the Contractor's expense.

During the load test the contractor shall monitor and record displacement of the anchors relative to a stable reference point. Applied test loads shall be measured by the Contractor with either a calibrated pressure gauge or a load cell.

The pressure shall be calibrated as a unit with the cylinder extension in the approximate position that it will be at final jacking force, and shall be accompanied by a certified calibration chart. The gauge shall have been calibrated within one year prior to use on the project.

The anchor shall be unloaded only after completion of the test.

1-4 MEASUREMENT

The quantity of anchored wire mesh system to be paid for will be measured by the square yard of Tecco Mat and number of anchors installed. The quantity to be paid for will be calculated on the basis of the dimensions of the area of the completed mesh not including the additional fabric required for overlaps and fastening to support ropes.

1-5 PAYMENT

The contract price paid per square yard of Anchored Tecco Mat and number of anchors for anchored wire mesh system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing anchored Tecco Mat system complete in place, including rock scaling, anchor testing and galvanizing materials, as specified in these special provisions, and as directed by the Engineer.

Full compensation for furnishing and installing anchor rope wires, support ropes, wire rope protectors, anchor assemblies and anchor bonding material shall be considered as included in the contract price paid

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per square yard of Tecco Mat and number of anchors for anchored wire mesh system and no separate payment will be made therefor.

Full compensation for developing and revising the working drawings and preserving, removing or pruning vegetation shall be considered as included in the contract price paid per square yard of Tecco Mat and number of anchors for anchored wire mesh system and no separate payment will be made therefor.

SECTION 02370

EROSION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes (but is not necessarily limited to):
 - 1. Straw wattles
 - 2. Planting and ground coverage
 - 3. Maintenance of erosion control improvements
 - 4. Cleanup and removal of silt from roadways on-site and off-site
- B. Dust alleviation and control by watering, matting, planting, etc.
- C. Provision of all materials, equipment, and apparatus not specifically mentioned herein or noted on the plans, but which are obviously necessary to complete the dust and erosion control.

1.2 RELATED REQUIREMENTS

- A. Drawings and general provisions of Contract, including General Conditions.
- B. Section 02220 – “Demolition”
- C. Section 02315 – “General Excavation and Fill”
- D. Section 02315 – “Trenching and Backfill for Utilities”

1.3 REFERENCE STANDARDS

- A. State of California Water Resources Control Board Order 2009-0009-DWQ “General Permit for Discharges of Storm Water Associated with Construction Activity.”
- B. Manual of Standards for Erosion and Sediment Control Measures - Association of Bay Area Governments (ABAG).
- C. State of California Department of Transportation Standard Specifications, Current Edition (State Specifications).
- D. American Association of State Highway and Transportation Officials (AASHTO), Compendium of Environmental Stewardship Practices in Construction and Maintenance.

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1.4 SUBMITTALS

- A. Provide manufacturer materials information for the following:
 - 1. Straw wattles.
 - 2. Planting and ground coverage including hydroseed.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials shall conform to applicable requirements of Section 20-2, "Erosion Control and Highway Planting/Materials," of the Caltrans Specifications, and meet the requirements of ABAG Manual of Standards for Erosion and Sediment Control Measures.
- B. The contractor shall include provisions in their Work Plan or to avoid the use of monofilament netting, including its use in temporary and permanent erosion control materials. All holes greater than one-foot deep must be sealed overnight to prevent the entrapment of wildlife. Where holes or trenches cannot be sealed, escape ramps that are no greater than 30% slope shall be positioned such that entrapped wildlife will be able to escape. The escape ramps shall be at least one-foot wide and covered/fitted with a material that provide traction.

2.2 STRAW WATTLES

- A. Straw wattle shall utilize synthetic netting and filled with 100% weed free straw mix.

PART 3 – EXECUTION

3.1 JOB CONDITIONS

- A. Equipment and materials shall be stored as to ensure the preservation of its quality and fitness for the work. Equipment and materials shall be located on the construction site so it can be used on short notice.
- B. Erosion and sediment control measures shall be in place at all times and shall be frequently serviced to maintain their full function.
- C. Dust control measures shall be implemented at all times during the construction period until no longer required.
- D. Contractor shall pay for the removal of all silt from the storm drain system (existing storm drain to remain in place) and the inspection thereof.
- E. Local stormwater inlets in the vicinity of project work shall be protected from receiving silt and sediment from project runoff. The height of silt fence shall not exceed thirty-six inches (36"). On slopes, the fence line shall follow the contour as closely as possible. In small swales, the fence line shall be curved upstream at the sides to direct the flow toward the middle of the fence.

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- F. If possible, the filter fabric shall be cut from a continuous roll to avoid the use of joints. When joints are necessary, filter cloth shall be spliced only at a support post, with a minimum six-inch (6") overlap and both ends securely fastened to the post.

3.4 TEMPORARY STRAW WATTLE

- A. Wattles should be spaced no further than 20 feet apart or as shown on the drawings. The wattle tubes placed along the slopes shall not extend across drainage paths.
- B. A shallow depression trench with the dimensions shown on the drawings shall be formed, and the wattle placed into the trench. Soils placed on the uphill side of the wattle should be foot tamped into place. Wattles are to be anchored with wooded stakes 18 to 24 inches in length. These shall be placed roughly every 5 feet along the length of the wattle. Stakes shall be driven in perpendicular to the slope.

END OF SECTION 02370