

SECTION 00010

TITLE PAGE



SAN LORENZO VALLEY WATER DISTRICT

13060 CA-9 BOULDER CREEK, CALIFORNIA 95006

**LITTLE LYON TANK RECOATING
FEBRUARY 2021
BID DOCUMENTS VOLUME I OF II**

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

APPROVED:

**Rick Rogers District
Manager**

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SECTION 00020

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 2:00 p.m. on March 9, 2021 for the construction of the Work entitled:

Little Lyon Tank Recoating

DESCRIPTION OF WORK: The project consists removal of existing internal coating and exterior paint of Little Lyon tank; cleaning of all tank surfaces; provision and application of a new interior coating system; provision and application of new exterior paint; and restoration of the tank to service for potable water storage.

SITE OF WORK: Boulder Creek Water Treatment Plant (Lyon tank complex), located at 365 Madrone Drive Boulder Creek, CA 95006.

- B. Bids will be publicly opened and read aloud at the place and time stated above. Bidders are invited to be present.
- 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>

PREBID MEETING. The work area for this project is limited to Little Lyon tank and the immediately surrounding area. SLVWD will REQUIRE that all bidders attend a pre-bid virtual meeting, scheduled for 9:30 am on February 25, 2021. Bidders shall email the District Engineer, JWolff@slvwd.com or the District Secretary, HHossack@slvwd.com for a link to the virtual per-bid meeting.

CONTRACT TIME. The contract time is hereby established as 70 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 \$500 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 4:00 p.m., March 3, 2021. SLVWD will release a final response to requests for interpretation no later than March 5, 2021.
- 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.
- 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 22 day of February 2021.



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 CA-9, Boulder Creek, California, 95006, Telephone (831) 338-2153 for the construction of the Work entitled:

Little Lyon Tank Recoating

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, AND MAY BE STAPLED TO THE BACK OF 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 Work title.
- 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 via web meeting 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

Little Lyon Tank Recoating

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.

The contract time is hereby established as 70 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.*

END OF SECTION 00500

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:

Little Lyon Tank Recoating (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 and Drawings 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 Drawings and 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 _____, 2021.

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

Little Lyon Tank Recoating San
Lorenzo Valley Water District

Performance Bond
00610-5

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:

Little Lyon Tank Recoating (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 Drawings and 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 Drawings and 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 _____, 2021.

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

Little Lyon Tank Recoating 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 _____

"Contractor," _____ and _____
hereinafter called 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:

LITTLE LYON TANK RECOATING

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

Little Lyon Tank Recoating San
Lorenzo Valley Water District

Escrow Agreement for Security Deposit in Lieu of Retention
00630-6

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

Rick Rogers

Name

Signature

Title

Name

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

SECTION 00660

CONTRACTOR RELEASE

Description of Contract:

Little Lyon Tank Recoating

Name of Contractor: _____

Period Work Performed: _____

The above-named Contractor hereby acknowledges payment in full for all compensation of whatever nature due the Contractor for all labor and materials furnished and for all work performed on the above-referenced project for the period specified above with the exception of contract retention amounts and disputed claims specifically shown below.

RETENTION AMOUNT FOR THIS PERIOD: \$ _____

DISPUTED CLAIMS

<u>DESCRIPTION OF CLAIM</u>	<u>AMOUNT CLAIMED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Little Lyon Tank Recoating

Description of Contract: The project consists removal of existing internal coating and exterior paint of Little Lyon tank; cleaning of all tank surfaces; provision and application of a new interior coating system; provision and application of new exterior paint; and restoration of the tank to service for potable water storage.

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.

Little Lyon Tank Recoating 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

SECTION 00664

CERTIFICATE OF INSURANCE

Description of Contract: Little Lyon Tank Recoating

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 _____

Name Insured (Contractor)

Insurance Company

Street Number

Street Number

City, State, and Zip Code

City, State, and Zip Code

Little Lyon Tank Recoating San
Lorenzo Valley Water District

Certificate of Insurance (Workers' Compensation)
00664-2

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

SECTION 00666

INSURANCE ENDORSEMENT

Description of Contract: Little Lyon Tank Recoating

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: Little Lyon Tank Recoating

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

Little Lyon Tank Recoating San
Lorenzo Valley Water District

Certificate of Insurance (Liability Insurance)
00668-3

Non-Owned..... YES NO

D. EXCESS AUTOMOBILE LIABILITY

Umbrella Form..... YES NO

Other Than Umbrella Form..... YES NO

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:*

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 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: LITTLE LYON TANK RECOATING

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: **Little Lyon Tank Recoating**

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: _____
(Contractor)

Date: _____

Project: **Little Lyon Tank Recoating**

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

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: The project consists removal of existing internal coating and exterior paint of Little Lyon tank; cleaning of all tank surfaces; provision and application of a new interior coating system; provision and application of new exterior paint; and restoration of the tank to service for potable water storage.

SITE OF WORK: Boulder Creek Water Treatment Plant (Lyon tank complex), located at 365 Madrone Drive 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

Little Lyon Tank Recoating San
Lorenzo Valley Water District

Unconditional Release and Certificate of Final Payment
00686-3

limitation, warranties, guarantees, and indemnities

Executed this _____ day of _____, 2021.

(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
13060 CA-9
Boulder Creek, CA 95006
Date of Completion: _____

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: Little Lyon Tank Recoating

DESCRIPTION OF PROJECT:

The project consists removal of existing internal coating and exterior paint of Little Lyon tank; cleaning of all tank surfaces; provision and application of a new interior coating system; provision and application of new exterior paint; and restoration of the tank to service for potable water storage

LEGAL DESCRIPTION OF SITE: See survey.

ADDRESS OF THE SITE:

Boulder Creek Water Treatment Plant (Lyon tank complex), located at 365 Madrone Drive
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.

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

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.

(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:

(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:

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 Drawings, 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. 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 0080.)
- 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 and Drawings 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 Drawings or 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 Drawings and 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, and the arrangement of the Drawings 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 Drawings. Scale dimensions on Drawings shall govern where figured dimensions are not indicated. Figured dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 3.3.2 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.
- 3.3.3 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 Drawings and 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.

- 3.3.3.1 References to Drawings. The words indicated, shown, detailed, noted, scheduled, illustrated, and words of like import shall mean that reference is made to the Drawings unless stated otherwise.
- 3.3.3.2 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.
- 3.3.3.3 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.
- 3.3.3.4 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.
- 3.3.3.5 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.
- 3.3.3.6 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.
- 3.3.3.7 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.
- 3.3.3.8 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 Plans and Drawings;
- 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. NOT USED.
- 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. NOT USED.
- 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 pre-cautions 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. Contractor shall make provision to supply electrical, gasoline, diesel, propane, natural gas, or other power requirements for all equipment, tools, or vehicles necessary to complete the Work.
- 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 Subcontractor) 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 Drawing numbers and 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 books 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 Contractor 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 Drawings and 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/cratering 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 or blueines of the drawing sheets 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 Drawings, 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 Drawings and 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.

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: Little Lyon Tank Recoating		
Project No.: 1967	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

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

Owner: **San Lorenzo Valley Water District** Project: **Little Lyon Tank Recoating**
 Contractor: _____ Project No: 1967
 Date: _____ RFI No. _____

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

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

To: _____
Contractor

Date: _____

PROJECT NAME: **Little Lyon Tank Recoating**

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

APPROVED:

Contractor

Date

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

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

To: _____
 Contractor

Date: _____

PROJECT NAME: **Little Lyon Tank Recoating**

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

APPROVED:

Contractor

Date

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

END OF SECTION 00700

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 in conformance with all AWWA requirements. A copy of the standard plans is 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 DESCRIPTION OF THE WORK

- a. San Lorenzo Valley Water District is a water supplier established in 1941 and serves several communities within the 136 square-mile San Lorenzo River watershed. The District owns, operates, and maintains two permitted water systems. Each service area provides supplies from separate water sources. The North/South Service Area includes the unincorporated communities of Boulder Creek, Brookdale, Ben Lomond, Manana Woods, Scotts Valley and Lompico. The Felton Service Area was acquired by the District from California American Water in September 2008 and includes the town of Felton and adjacent unincorporated areas.

The District's legal boundaries encompass approximately 62 square miles. Land uses include timber, State and regional parks, water supply watersheds, rural residential, low-density urban residential, commercial, quarries, agriculture, and other open space. Within these boundaries, the District's two service areas have a combined area of approximately 29 square miles, made up of the North Service Area (26.7 square miles) and the Felton Service Area (2.2 square miles).

The District relies on both surface water and groundwater resources, including nine currently active stream diversions, one groundwater spring, and eight active groundwater wells. These sources are derived solely from rainfall within the San Lorenzo River watershed.

The scale and complexity of SLVWD's water distribution system reflect the San Lorenzo Valley's rugged topography, dispersed pattern of development, and widely distributed raw water sources. The District's three systems have limited above-ground storage capacity equal to a few days' average use and rely on groundwater for seasonal and year-to-year storage. The District produces and treats water based on relatively immediate water demand.

Little Lyon Tank is located at the Boulder Creek Water Treatment Plant Complex (Lyon Complex). During the CZU fire complex event in August and September of 2020, piping associated with this tank was burned, releasing volatile oxidizing compounds (VOCs) which adhered to the inner coating of Little Lyon Tank, rendering the tank unusable. The VOC contamination was

identified through swab samples taken by Sandis Civil Engineers and analyzed by Torrent Laboratories.

The District contracted with Lewis & Tibbitts, Inc. and their subcontractor ERRG, Inc. to provide pressure washing of the tank interior, which failed to remove sufficient VOCs. This failure was documented by sampling and analysis as noted above. The District has not completed an exhaustive inspection of the tank interior, so rust or other structural concerns may exist. Bids should include unit costs for repair or replacement of damaged component of the tank and/or mixing equipment for use if such damage is discovered during media blasting and cleaning of the tank interior

- b. The official title for this project is LITTLE LYON TANK RECOATING.

1.02 SCOPE OF SERVICES

- a. The following information addresses the basic details of the District's tank that requires renovation. Methods and procedures for the renovation and repair can be found in subsequent sections of this RFP. The information included below is believed to be accurate based on the information the District has available. No change orders will be provided based on an inconsistency in the information provided.

Little Lyon Tank

- Dimensions: Approximately 40'D x 27'H
 - Design: 250,000-gallon Ground Storage Tank Welded Steel
 - Built in 1993
 - Current Interior Coating – Epoxy
 - Current Exterior Coating – Urethane
 - Tank Access - 1 roof hatch with interior and exterior ladders and 2 shell man ways
1. It is the intent of the District to solicit a Vendor possessing the capabilities to media blast, recoat and, if needed, repair the Little Lyon steel water storage tank. The District's operational requirements are of paramount importance and will always take priority when conflicts with scheduling arise.
 2. It is assumed that all qualified Vendors are fully acquainted with the District's requirements to ensure absolute compliance with District procedures. Each qualified Vendor shall have a duty to request any information from the District as it deems necessary to prepare this price proposal. No change orders will be granted, or additional compensation permitted once this RFP is submitted to the District and accepted by the District.
 - a. Work to be accomplished includes furnishing and application of protective coatings and paints to interior and exterior surfaces, and disinfection of interior surfaces, including surface preparation and other work necessary to accomplish the approved end result of a totally protected and usable tank and structure, including all

attachments, accessories, exposed piping and appurtenances.

- b. Work to be accomplished includes repairing/replacing any damage to the rafters and floor exposed during the performance of the work.
- c. Work to be accomplished includes the supply and installation of all specified safety, sanitary, security and structural upgrades including surface preparation and coating application in compliance with the requirements specified herein.
- B. The Work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, manufactured articles, labor, transportation and services, fuel, power, water, essential communications, and performing all Work or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the Owner, San Lorenzo Valley Water District (SLVWD).
- C. The Work includes the provision of all labor, material, and equipment to furnish and install the Work as described in the Contract Documents.
- D. Bids will be evaluated on the total Work as described in the Contract Documents.

1.03 WORK UNDER THIS CONTRACT

- A. The Work shall be completed within 70 calendar days from the date SLVWD issues Notice to Proceed.
- B. Upon the completion and acceptance of the Work and the Operational Interim Period a Notice of Completion will be recorded. The final retention payment will be made 35 calendar days after the recording of the Notice of Completion in accordance with the contractual provisions defined herein.
- C. Except when overtime is specified or in cases of emergency acknowledged by SLVWD, Work or operations under the Contract shall not be scheduled to be performed between the hours of 5 p.m. and 8 a.m. nor at any time on Saturdays, Sundays, nor on any of the following holidays:
 - 1. New Year's Day
 - 2. Presidents Day
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Thanksgiving
 - 7. Christmas Day

Holidays on Saturday shall be observed on the preceding Friday. Holidays on Sunday shall be observed on following Monday. SLVWD may permit Contractor to perform Work on Saturdays provided Contractor agrees to pay all additional SLVWD costs incurred for additional inspection services and construction management.

- D. SLVWD will not make extra payment for overtime Work performed by the Contractor. Overtime work shall be performed by the Contractor as part of its obligation under the Contract, and the cost of overtime shall be included in the prices entered on the Bid Schedules.

1.04 LAND FOR CONSTRUCTION PURPOSES

The Contractor shall coordinate the identification of construction storage and staging areas immediately adjacent to the Work area. If additional construction storage and staging area(s) are required, the Contractor shall coordinate and supply, as necessary. The Contractor shall use all storage and staging areas at his own risk and shall not be entitled to extensions of time or additional compensation caused by loss of materials stored or maintained at these sites. Additionally, the Contractor shall not interfere in the normal operation of any ancillary or other facilities, either SLVWD owned or not, during the completion of the Work. The Contractor shall maintain full access at all times to all homes, businesses, equipment, or other facilities for the conduct of normal or emergency operations.

1.05 NOTICES TO OWNERS AND AUTHORITIES

- E. The Contractor shall, as provided in the General Conditions, notify owners of adjacent property and utilities 5 work days prior to prosecution of the Work which may affect the adjacent property owners.
- F. When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, the Contractor shall give notices 10 work days in advance to enable the affected person(s) to provide for their needs. Written notices will conform to any applicable local ordinance and will include appropriate information concerning the interruption and instructions on how to limit their inconvenience. All interruptions caused by the Contractor or the Work shall be coordinated and pre-approved by SLVWD, without exception. Failure to acquire prior SLVWD approval shall result in the Contractor being liable for all costs associated with the interruption of services.

1.06 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner.

1.07 PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of Work, a pre-construction conference will be held at a mutually agreed time and place which shall be attended by the Contractor's Project Manager, superintendent, and subcontractors, as appropriate. Other attendees will be the District Engineer and SLVWD representatives. 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 by SLVWD to the Contractor prior to the meeting date. The District Engineer, or designee, will preside at the pre-construction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

1.08 SUMMARY OF CONSTRUCTION PROCEDURES

The Contractor shall provide SLVWD and the District Engineer at the pre- construction meeting a schedule denoting the sequence of construction to be followed during the Project. The Contractor shall revise their construction sequence based on this review at no additional cost to SLVWD to avoid potential coordination impacts. This review is for the benefit of the Contractor and shall in no way relieve the Contractor of their responsibilities discussed in the Contract Documents.

1.09 CLEAN UP

- A. The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish. The Contractor shall provide adequate trash receptacles about the site and shall promptly empty the containers when filled.
- B. Volatile and hazardous wastes shall be properly stored in covered metal containers and removed daily in accordance with all applicable disposal regulations.
- C. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with applicable local ordinances and anti-pollution laws.
- D. Adequate on-going cleanup will be a condition for approval of progress payment applications.

1.10 TRAFFIC CONTROL

The Contractor shall coordinate with the District Engineer or other agencies having jurisdiction while working in streets, roads, or other traveled ways. If required by SLVWD, County, or other agency, a traffic control plan shall be developed by the Contractor and submitted for approval by the District Engineer, SLVWD, County, and any other agency having jurisdiction over the Work, at no additional cost to the SLVWD.

1.11 COOPERATION AND COLLATERAL WORK

- A. The Contractor shall be responsible for ascertaining the nature and extent of any

simultaneous, collateral, and essential work by others. SLVWD, its workers and contractors, and others shall have the right to operate within or adjacent to the site during the Contractor's performance of such Work. SLVWD and the Contractor, and each of such workers, contractors, and others, shall coordinate their operations and cooperate to minimize interference.

- B. The Contractor shall include in their Bid all costs involved as a result of coordinating their Work with others. The Contractor shall not be entitled to additional compensation from the SLVWD for damages resulting from such simultaneous, collateral, and essential Work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the Work. Should the Contractor be delayed by SLVWD, and such delay could not have been reasonably foreseen or prevented by the Contractor, the District Engineer will determine the extent of the delay, the effect on the project, and any extension of time. The decision of the District Engineer shall be final.

1.12 MAINTENANCE OF SYSTEM OPERATIONS

The Contractor shall maintain all SLVWD facilities in operation during the progress of the Work. All costs incurred as a result of the Contractor's disabling of system operations prior to the approval of SLVWD and the District Engineer shall be the sole responsibility of the Contractor, including any fines or other mitigating costs resulting from the Contractor's actions.

PART 2 – PRODUCTS

2.1 INTERIOR COATING

- A. Coating used for all areas above the high-water line shall be NSF 61 approved multiple coat ultra-high solids-based epoxy coating system in accordance with AWWA D.102-11 recommendations equal to Sherwin Williams Dura-Plate.
- B. Caulking used shall be NSF 61 approved caulking Equal to SIKA 1-A.
- C. Coating used for all areas below the high-water line shall be NSF 61 approved 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations equal to Sherwin Williams Sherplate PW.
- D. Provide new NSF 61 EDPM gaskets and new galvanized hardware for all access points.

2.2 EXTERIOR COATING

- A. Cleaning agent used for exterior surfaces shall be Devoe Dev-prep #88 or Great Lakes Extra Muscle Detergent.
- B. Upon completion of proper surface preparation, one spot coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
- C. Solvent based epoxy equal to Sherwin Williams 646 shall be used for exterior surfaces

PART 3 – EXECUTION

3.01 INTERIOR CONDITIONS AND WORK SCOPE

1. The Tank contains 2 ground-level access hatches, these access hatches will be used for ingress and egress of the tank. Cutting in a larger access point will not be allowed.
2. The Tank may contain sediment across the tank floor with localized mounds of sediment. Additional miscellaneous items of debris may be deposited on the floor. All sediment and debris must be removed from the tank prior to initiation of the interior work scope.
3. All oily residues must be removed from the tank prior to the initiation of the abrasive blasting operation.
4. The Vendor shall be responsible to maintain an approved coating environment. Dehumidification and ventilation equipment during the interior renovation phase of the project. Dehumidification and ventilation shall comply with the standards set forth in the Quality Assurance section of this RFP.
5. The interior roof, floor, and the side shell possess an epoxy coating system. Upon completion of oil/grease removal operations, all surfaces will receive an inspection blast to expose the bare steel. The presence of a tightly adherent intact layer of mill scale is likely to exist under the existing coating. The abrasive blasting operation must include the removal of all mill scale.
6. All interior roof plates, roof beams, roof support columns and ring girders exhibiting corrosion degradation must be ultrasonically inspected upon completion of the inspection blast to quantify the extent of metal loss. In cases where the metal loss exceeds 25 % of the original thickness of the plate, beam or appurtenance, a California Registered Structural Engineer shall approve the need for repair and the type of repair intended for use. In the event that the plate, beam or appurtenance is replaced with a component of equal size and configuration, Structural Engineering approval is not required.
7. All interior floor surfaces shall be ultrasonically inspected on a 1 square foot grid pattern upon completion of the inspection blast. Since the below grade portion of the reverse side of the steel plates are not accessible, this inspection is intended to quantify the extent of corrosion degradation on both sides of the steel plates. All areas exceeding 50% metal loss shall be more closely inspected to determine and map the size of the deficiency. The installation of seal welded, 1/4" steel plates shall be installed over the areas of corrosion degradation. Repairs for pitting or restoration of metal should be included in the fee schedule.
8. Upon completion of the ultrasonic testing operation and repair procedures, all surfaces shall receive a final blast to achieve an SSPC SP10 "Near White Metal" surface cleanliness with a minimum surface profile of between 1.5 and 2.5 mils in the atmospheric zone. 3.5 mils in the immersion zone.
9. The known presence of existing irregular welds, abrasive edges, and weld splatter will require grinding to a smooth surface prior to coating application. The welds should be radiused as per NACE SPO-178.

10. All properly blast cleaned surfaces above the high-water line shall be coated with an NSF 61 approved multiple coat ultra-high solids-based epoxy coating system in accordance with AWWA D.102-11 recommendations. This application shall consist of totally independent initial stripe coat thoroughly applied by brush to all beam edges, bolted connections, weld seams, plate edges or other irregular surface followed by the application of two additional spray applied coats. A minimum thickness of 10 mils per coat shall be achieved. Total system thicknesses shall not be less than NSF 61 requirements. All material applications shall be in strict compliance with manufacturer recommendations. An approved District representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations. Light gray shall be applied for the base coat and white for the top coat.
11. Sherwin Williams Dura-Plate UHS or an approved equal shall be used for this application.
12. NSF 61 approved caulking Equal to SIKA 1-A shall be applied to the to the roof/shell transition areas. This includes but is not limited to the knuckle plates and rafter connection points.
13. All properly blast cleaned surfaces below the high-water line shall be coated with an NSF 61 approved coatings. This application shall consist of an initial stripe coat thoroughly applied by brush to all edges, bolted connections, weld seams, plate edges or other irregular surface following by the application of 100% solids PLURAL COMPONENT EPOXY coating system in accordance with AWWA D.102-11 recommendations. A minimum DFT of 25 mils shall be achieved. All material applications shall be in strict compliance with manufacturer recommendations. An approved representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
14. Sherwin Williams Sherplate PW shall be used for this application.
15. High voltage holiday detection testing shall be employed in all coated areas in accordance with AWWA D.102 and NACE SPO-188. Voltage settings shall be in accordance with material manufacturer written recommendations. All defects shall be repaired and re-inspected prior to approval. A NACE certificated representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations as per NACE SPO-188.
16. All spent abrasives, waste material and debris shall be contained, handled, temporarily stored and transported off-site and disposed in accordance with all regulatory requirements. Leachate test shall be performed on representative samples of the waste material prior to leaving the site. The leachate testing results shall be forwarded directly to the District. Upon receipt and authorization by the District, the Vendor shall properly dispose of waste materials.
17. Upon completion of the interior coating's cure period, all interior surfaces shall be initially washed-down to remove all residual dirt and debris from the tank. This dirt and water residue shall be removed from the tank and disposed in accordance with

District requirements followed by the initiation of the tank disinfection process. Prior to the disinfection process the Contractor shall provide a letter that the tank is fully cured and ready to be placed into potable water service. The disinfection shall be performed in accordance with AWWA C.652 "Spray Method #2" recommendations.

18. Upon completion of the disinfection process, all access points shall be sealed and new NSF 61 EDPM gaskets installed with new galvanized hardware. The sealing of the tank shall be done in the presence of the District and to the satisfaction of the District.

3.02 EXTERIOR COATING WORK SCOPE:

1. The Contractor shall water blast the exterior of the reservoir at 3,500 P.S.I. minimum (SSPC/WJ-4) with Devco Dev-prep #88 or Great Lakes Extra Muscle Detergent. At no time shall cleaning detergents be allowed to dry on the exterior surfaces. The Contractor shall remove all chalking with an end result equal to ASTM D-4214 result #. A basic "rub test" with a clean white cloth shall be performed prior to the application of any coatings. Should the exterior not pass the "rub test", the exterior shall be pressure washed again or cleaned with a cleaning agent until the required cleanliness is achieved.
2. All areas of coating delamination/flaking (either present prior to the pressure wash or resulting from the pressure wash) shall be chased back to intact coatings. ASTM D.3359 Option "A" testing will be performed. Readings under "3A" will constitute an adhesive/cohesive compromise requiring removal of the poorly adherent coatings. All exterior surface preparation shall confirm with section 4.2 of this specification. All intercoat edges shall be smoothly feathered to a smooth transition prior to over coating. All areas of exposed bare steel shall be power tool cleaned in accordance with SSPC SP 3. Transition areas from bare steel to intact coating shall be smoothly feathered.
3. Newly installed components and accessories shall receive a SSPC SP6 "Commercial Blast" surface cleanliness with a minimum surface profile of 1.5 mils.
4. Upon completion of proper surface preparation, one spot coat of a solvent based epoxy shall be applied to all bare steel areas achieving a thickness range of 3-5 mils DFT.
5. Sherwin Williams 646 or equal shall be used for this application
6. Prior to coating the exterior, all areas designed by the District not to be coated on the tank will be protected. This includes instrumentation, name plates, level indicators, or any area the District identifies.
7. One full coat of a solvent based epoxy shall be applied to all areas designated for coating achieving a thickness range of 3-5 mils DFT.
8. Sherwin Williams 646 or equal shall be used for this application
9. One full coat of solvent based polyurethane shall be applied over all areas where the epoxy primer was applied. The polyurethane shall be applied to a thickness range of 2-4 mils DFT.
10. Sherwin Williams Polysiloxanes or approved equal shall be used for this

application

11. The District shall pre-approve the color selection
12. An approved District representative shall verify that the surface preparation and coating application operation is in accordance with manufacturer recommendations.
13. Application shall be accomplished by brush, roller or spray application. Overspray targets shall be utilized to verify that overspray damage does not occur. All damage that does occur shall be immediately repaired to the satisfaction of the District. The Contractor shall be solely responsible for all overspray claims.

3.03 EXTERIOR CONDITIONS

1. The potential presences of lead-based coatings present within the existing coatings requires strict compliance with regulatory standards. The 29 CFR 1926.62 requirements for worker protection are mandatory. The 40 CFR's related to environmental protection must also be strictly complied with as they relate to the generation, handling, onsite storage, manifesting, transportation and eventual disposal of the hazardous wastes that will be generated on this project. The Vendor's disposal of this waste material shall be approved and verified by the District.
2. The Contractor should be responsible for testing and disposal of all waste generated by the Contractor's operations.
3. Any required patches in the tank shell must be comprised of A-36 carbon steel that is seal welded into place.
4. All welding must be performed by a Certified welder. Certificates shall be available for review and approval by the District. All welding shall be completed prior to any surface or coating application; interior or exterior.

3.04 QUALITY ASSURANCE

5. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures and practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer and/or Inspector.
6. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the Engineer or his designated representative. The Vendor shall be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
7. The Vendor is responsible for verification of specification compliance through the employment of NACE and Lead Competent Inspectors. Inspection reports shall be compiled daily and reviewed by these inspectors and provided to the Engineer.
8. The Vendor is responsible for minimizing any disruption to the local residents.

Equipment placement shall be designed to minimize noise and all non-hazardous debris (including water mist) must be contained within the perimeter of the site. Equipment placement and containment efficiency must be pre-approved by the Engineer prior to full scale production.

9. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-VIS 1, ASTM Designation D2200 and NACE Standard TM-01-70. Anchor profile for prepared surfaces shall be measured by using a non-destructive instrument such as a Keene-Tator Surface Profile Comparator or Testex Press-O-Film System.
10. Application: No coating or paint shall be applied: when the surrounding air temperature or the temperature of the surface to be coated or painted is outside of the published material manufacturers recommendations to wet or damp surfaces or in rain, snow, fog or mist; when the temperature is less than 5 degrees F above the dew point; when it is expected the air temperature will drop below manufacturers recommendations, or less than 5 degrees F above the dew point within eight hours after application of coating or paint. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables or equivalents.
11. If above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
12. Owner approval of Vendor's damage prevention procedures and the Engineer's (or his designees) presence on-site does not free the Vendor from responsibility for over spray damage or any other damage associated with the completion of the specified work scope.
13. Dehumidification and Ventilation: Dehumidification equipment must be operated on a continuing basis during all blasting, coating and curing operations, including shifts during which no work is being accomplished and until final cure.
14. All plural component coatings and paints shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure all material is removed from containers during mixing and metering operations.
15. For each application a sample shall be sprayed onto plastic and marked with the date and time of application including the batch number. This sample shall retained be given to the project Engineer.
16. Plural Component Coatings: After each component of the plural component coating system has been thoroughly heated, the Contractor shall perform a paint pump ratio test prior to each application in the presence of the Inspector.
17. The Contractor shall place two new see-through containers with preprinted volumetric marks on a flat surface. The hose valve for each component shall be opened simultaneously and each component flow rate shall be allowed to stabilize

by pouring the discharging materials into separate disposable containers. After the flow is stabilized, the hoses shall be transferred to the pre- printed volumetric containers and the valves shall be shut off after one of the containers has been filled, depending on the mixing ratio recommended by the Manufacturer. If the volumetric quantity of coating in the containers does not match the Manufacturer's recommendation, the Contractor shall reduce or increase the pressure and temperature until it meets the specified mixing ratio. No spraying shall be performed until the ratio test result has been accepted by the Inspector.

18. All plural component pump gauges shall be in working order prior to any application, if gauges are not working, they shall be immediately replaced. All gauges shall be in the zero position when pump is off. If the pump error alarm goes off the Contractor shall immediately shutdown and repair the pump.
19. All paints & coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Paints & coatings shall not be applied beyond pot-life limits or recoat cycles specified by manufacturer.
20. Application shall be as directed by the manufacturer and approved by the Engineer. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions. Interior epoxy coats shall be color differentiated.
21. All fugitive dust, debris and overspray generated during the interior tank surface preparation and coating application operations shall be confined within the tank or the containment structure. All venting through the roof vents must be controlled and 100% contained.
22. Care should be exercised during exterior operations to achieve an irregularity free and aesthetically pleasing paint system. Runs, sags and drips will be required to be smoothed and over-coated.
23. All fugitive dust, debris, water mist, roller spatter, dry spray and overspray generated during the exterior surface preparation and coating application operations shall be confined within the containment structure.

3.05 COATING WORK GENERAL

1. All surface preparation, coating, and paint application shall conform to applicable standards of the Society of Protective Coatings, NACE International, American Water Works Association, AQMD and the manufacturer's printed instructions.
2. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained, and transfers of key personnel shall be coordinated with and must be approved by the Engineer.
3. The Vendor shall maintain the same previously approved foreman/supervisor to be at the work site during all cleaning, application and disinfection operations. The supervisor shall have the authority to coordinate work and make other decisions

pertaining to the fulfillment of their contract.

4. Vendor shall provide approved sanitary facilities for all Vendor personnel as no existing facilities will be available to the Vendor. Facilities shall be maintained during the project to complete standards established by Owner and shall be removed prior to Vendor's departure from the site at completion of the project.
5. Adherent dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finished surface must be removed by washing with clean rags dipped in a VOC approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
6. The Vendor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Vendor's equipment shall be subject to approval by the Engineer.
7. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
8. Application of the first coat shall follow immediately after completion of final surface preparation and dust removal operations.
9. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the Engineer.
10. Project is subject to intermittent shutdown if, in the opinion of the Engineer, any operations are creating a condition detrimental to the site personnel or adjacent property. In the event of emergency shutdown by the Engineer, Vendor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Vendor.
11. The Vendor shall provide, at his own expense, all necessary power for his operations under the contract.

3.06 SURFACE PREPARATION, GENERAL

1. The latest revision of the following surface preparation specifications of the Society of Protective Coatings shall form a part of this specification.
 - A. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.
 - B. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools or power sanders.
 - C. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.

- D. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
 - E. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five% of each element of surface area is free of all visible residues.
 - F. Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil, where all surface staining is removed.
 - G. Commercial Grade Power Tool Cleaning to Bare Metal (SSPC-SP15): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least one mil.
2. Interior blast cleaning shall be by dry method unless otherwise directed.
 3. Particle size of abrasives used in blast cleaning shall be that which will produce a minimum of a 3.0 mil surface profile in the emersion zone, or as recommended of the manufacturer of the specified coating or paint system to be applied, subject to approval of the Engineer.
 4. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer. No sand should be allowed. The Contractor should only use grit type ARB approved abrasives that will provide a sharp angular anchor profile.
 5. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the Engineer.
 6. The Vendor shall keep the area of his work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the workers or the existing facilities. Spent abrasives and other debris shall be removed at the Vendor's expense, as directed by the Engineer.
 7. Blast cleaned and coated/painted interior surfaces shall be cleaned prior to application of specified coatings or paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as necessary to achieve a clean surface condition. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
 8. Prior to initiating the interior abrasive blasting operation, all sludge, silt and debris shall be removed from the interior of the tank. This debris shall be removed from the tank, transported, and appropriately disposed at the Vendors expense. Disposal location shall be approved by the Engineer. Disposal verification shall subsequently be provided.
 9. Exterior surfaces (previously coated steel surfaces) shall be initially cleaned by a pressurized water wash-down procedure followed by spot cleaning of rusted areas in accordance with SSPC SP 3 requirements. The intent of the pressurized water wash-down is to remove all chalking and surface debris while ensuring that the

remaining coatings are sufficiently adherent to resist delamination during this procedure. If there proves to be hazardous constituency in the existing coatings, 100% of all debris generated during the wash-down and spot repair operations must be contained within an appropriately designed temporary containment structure. All onsite handling, storage, and off-site disposal must be performed in accordance with SSPC Guide 7 recommendations and all regulatory requirements.

10. All vents shall be protected with HEPA vent material. The protective vent material shall be removed at the end of shift to prevent the tank from implosion. The Contractor shall be held solely responsible for any contamination of the water.

3.07 APPLICATION, GENERAL

1. Coating and paint application shall conform to the requirements of the SSPC Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting", the American Water Works Association, AQMD and the manufacturer of the coating and paint materials printed literature and as specified herein.
2. Thinning shall only be permitted as recommended by the manufacturer, in compliance with the NSF/61 requirements, and approved by the District representative and shall not exceed limits set by applicable regulatory agencies.
 - a. If Vendor applied any coatings which have been modified or thinned to such a degree as to cause them to exceed established VOC levels, Vendor shall be responsible for any fines, costs, remedies, or legal action and cost which may result.
3. Each application of coating and paint shall be applied evenly, free of brush marks, sags, runs and no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes. The end product shall be even in color and appearance.
4. Protective coverings or drop cloths shall be used to protect surfaces not intended to be coated/painted. Personnel entering tank or walking on the exterior roof shall take precautions to prevent damage or contamination of coated or painted surfaces. If required by Engineer, personnel shall wear soft soled shoes, or shoe coverings approved by Engineer. Surfaces from which such material cannot be removed satisfactorily shall be repainted or recoated as required to produce a finish satisfactory to the Engineer.
5. All material shall be applied as specified herein.
6. All interior tank irregular surfaces shall receive a brush coat of the specified product prior to or during application of the prime coat. Coatings shall be brushed in multiple directions to ensure penetration and coverage. These areas include, but are not limited to, welds, nuts, bolts, edges, ladder stringers and ladder rungs.
7. The Vendor shall provide the Engineer submittals detailing the type of equipment to be used and the method of use. These submittals must include noise abatement procedures as required to completely eliminate any disturbance to surrounding

residents. All costs associated with these procedures shall be borne by the Vendor and included in the base bid. Absolutely no extra charges for climate control will be approved by the Engineer.

8. At the conclusion of each day's blast cleaning and coating operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating point of origin for successive day's blast cleaning operations. If dehumidification is employed or ambient conditions permit, this 6" strip shall remain at any point of material application.
9. Epoxy primed interior surfaces exposed to excessive sunlight (hatch and vent locations) or an excessive time interval beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient profile depth to assure a mechanical bond of subsequent coat.

3.08 FINAL CURING

1. Upon completion and acceptance of the interior epoxy coating system, the Vendor shall furnish an approved exhaust fan or blower of sufficient capacity to ensure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer, shall be installed and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system.
2. Operation and maintenance of blower during curing operations shall be the responsibility of the Vendor. This responsibility includes verification of safe operation and re-fueling. The blower operation or verification process must not present a disturbance to the surrounding residents.

3.09 REPORTS

1. Upon completion of the work on the tank(s), a comprehensive narrative and photographic report shall be provided to the City that depicts all equipment, methods and procedures used in the satisfactory completion of this work. Before and after photographs shall be included along with in process photographic documentation.
2. Comprehensive photographic and narrative reports shall also be provided to the City upon completion of the 11-month warranty inspection. Any deficiencies shall be corrected in conformance with these Specifications.

3.10 SAFETY AND HEALTH REQUIREMENTS

The vendor is responsible for the safety of their employees and equipment. In addition, the vendor is responsible for understanding and knowing the regulations and laws that need to be followed to keep their employees and equipment safe. Below is not a comprehensive list of safety and sanitary requirements.

1. Should the presence of heavy metals in the existing exterior coating system and the inevitable disturbance of these coatings will require the Vendor's strict compliance with OSHA 29CFR 1926.62 worker protection regulations.
2. The potential health concerns will require 100% containment of all generated debris in accordance with SSPC Guide 6. The disturbance of existing coatings as a result of exterior spot repair can be performed using power tools. These power tools must be designed to accomplish full containment and shall employ HEPA filtered vacuum attachments. On-site handling and temporary storage of hazardous debris shall be performed in accordance with SSPC Guide 7 and approved by the Engineer.
3. Access Facilities: All ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by the Engineer to facilitate inspection and be moved by the Vendor to locations requested by the Engineer.
4. Ventilation: Where ventilation is used to control hazardous exposure within the tank, all equipment shall be explosion-proof or industrial design and shall be approved by the Engineer. Ventilation shall reduce the concentration of air contaminants to the degree a hazard does not exist by ducting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air induction during blast cleaning and coating application operations is mandatory.
 - A. Ventilation system shall be furnished and installed by the Vendor. The Vendor shall make modifications to the ventilation system as required to ensure a safe working environment and proper removal of all solvent vapors. Upon completion of the final curing period, as determined by the Manufacturer, the Vendor shall remove the ventilation system.
5. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzlemen shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respiratory and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
6. Grounding: Blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
7. Illumination: Spark-proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the

Engineer, the Vendor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.

8. Toxicity and Explosiveness: The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. All regulations related to safety personnel and handling of such materials shall be strictly adhered to.
9. Protective Clothing: Coating and paint materials may be irritating to the skin and eyes. When handling and mixing coatings and paints, workmen shall wear gloves, eye shields and any other protective equipment deemed necessary.
10. Fire: During mixing and application of coatings and paints, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by the Vendor and kept at the jobsite during all operations.
11. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Vendor shall provide and require the use of approved ear protective devices.
12. General sound levels for project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the Engineer.

END OF SECTION 01010

SECTION 01015

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section covers general provisions and requirements for the Work and is supplementary to the Conditions of the Contract. Requirements stated in this Section are general and may be further detailed in subsequent Specification Sections.

1.02 REFERENCE STANDARDS

- A. Whenever references are made in the Specifications to published standards or specifications, the latest standards or specifications of the respective issuing agencies that have been published as of the date that the Work is advertised for bids shall apply, except as otherwise specified herein and except to the extent that the standards or specifications may be in conflict with applicable laws, regulations, ordinances, or governing codes. No requirement set forth in these Specifications or shown on the Drawings shall be waived because of any provision thereof, or omission from, the standards or specifications. All Work shall comply with applicable laws and regulations.
- B. The Contractor shall obtain copies of necessary reference standards directly from the publications' sources. SLVWD shall not be responsible for providing reference standards to the Contractor.
- C. This article summarizes, without limitation, the laws and codes by which the Work has been designed and to which the Contractor shall conform in the prosecution of the Work. The Contractor shall make available for use at the site such copies of laws, regulations, or codes applicable to the Work as the District Engineer may request of him.
- D. Laws and Regulations. As specified in the General Provisions.
- E. Codes.
 - 1. California Building Code.
 - 2. Title 8, Industrial Relations, California Administrative Code, Chapter 4, Division of Industrial Safety, Safety Orders.
 - 3. Title 19, Public Safety, California Administrative Code, State Fire Marshal.
 - 4. Title 22, Environmental Health, California Administrative Code, Chapter 3, Division 4, Water Reclamation Criteria.

5. Title 24, California Administrative Code, Electrical Safety Orders.
6. Local Plumbing Code.
7. National and Local Electrical Codes.
8. National Fire Protection Association.
9. Applicable State and Local Public Health Codes.

F. Hazardous Materials

1. Without limiting the general acceptance criterion of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and an ordinance governing the work, San Lorenzo Valley Water District requirements, Society of Protective Coating requirements, American Water Works Association recommendations, and Coating Manufacturer's printed instructions, subject to the District Engineer's approval.
2. The District Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced code, laws, ordinances, specifications and standards contained herein.
3. Exterior coatings (and possibly interior coatings) are known to contain, Heavy Metals, in the dried film; the following regulatory requirements shall be applicable at a minimum:
 1. 29 CFR 1910 "OSHA General Industry Standards"
 2. 29 CFR 1910.134, "Respiratory Protection"
 3. 29 CFR 1910.1000, "Air Contaminants - Permissible Exposure Limits"
 4. 4. 29 CFR 1910.1020, "Employee Access to Exposure and Medical Records"
 5. 20 CFR 1926, OSHA Construction Industry Standards"
 6. 29 CFR 1926.59, "Hazard Communication"
 7. 29 CFR 1926.62, "Lead Exposure in Construction; Interim Final Rule"
 8. 40 CFR 261, "Identification and Listing of Hazardous Waste"
 9. 40 CFR 262, "Standards Applicable to Generators of Hazardous Waste"
 10. 40 CFR 263, "Standards Applicable to Transporters of Hazardous Waste"
 11. 40 CFR 264, "Standards for Owners and Operators of Hazardous Waste Treatment, Storage, & Disposal Facilities"

The unknown quantities of lead and possibly other Heavy Metals are present on the tank. On this basis, the successful Vendor must employ regulatory compliant procedures throughout this project and these procedures must be incorporated into the Vendor's base bid. The exact determination of the concentrations of Heavy Metals is the sole responsibility of the Vendor.

In accordance with the state law a Vendor possessing an "A" General Engineering License shall be the prime Vendor for this project. All work pertaining to the installation of protective coatings shall be performed by a Vendor possessing a C-33 License.

4. The C-33 Vendor shall have experience with the application of 100% solid plural component epoxy coating systems as referenced herein. An attestation referencing this experience will be required from the material manufacturer approved for use.
5. All onsite Vendor personnel shall possess and be prepared to exhibit proof of current certification in the following areas of safety training:
 - OSHA Fall Prevention
 - Confined Space Entry
 - First Aid / CPR
6. The C-33 Vendor shall have a California based production center responsible for all field operations.
7. The A or C-33 Vendor shall possess full time staff employees possessing the following qualifications and available for direct project involvement.
 - NACE III
 - Lead Competent Person Training
 - Society for Protective Coatings QP1 and QP2 Certification

G. Specifications.

1. These Project Specifications.
2. San Lorenzo Valley Water District Standard Specifications.
3. Standard Specifications for Public Works Construction ("Greenbook").

1.03 ABBREVIATIONS

- A. Abbreviations used in the Contract Documents shall be interpreted according to their recognized and well-known technical or trade meanings. Such abbreviations include, but are not limited to, the following:

AASTHO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APWA	American Public Works Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers

ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CLFMI	Chain Link Fencing Manufacturers Institute
CS	Commercial Standard, US Department of Commerce
FedSpec	Federal Specification
HI	Hydraulics Institute
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
IFC	International Fire Code
IPCEA	Insulated Power Cable Engineers Association
MIL-	Military Specification (leading symbol)
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
OSHA	Occupational Safety and Health Administration, US Department of Labor, as defined in the General Conditions
PCA	Portland Cement Association
PS	Product Standard, US Department Commerce UBC Uniform Building Code
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
UL	Underwriter's Laboratories

1.04 TEMPORARY FACILITIES AND CONTROLS

- A. Storage and Parking Areas. The Contractor shall coordinate and arrange for their

own storage and parking areas necessary to complete the Work.

- B. Construction Utilities. The Contractor shall furnish temporary piping, wiring, and other services necessary to distribute utilities to the places where Work is performed. The Contractor shall install construction lighting where Work is performed at night or under deficient daylight conditions to ensure correct performance and to provide for inspection and safe working conditions.
- C. Construction Aids. The Contractor shall comply with all OSHA requirements and applicable laws, ordinances, rules, regulations, and orders pertaining to construction machinery and equipment, hoists, cranes, scaffolding, shoring, temporary supports, staging, materials handling facilities, tools, appliances and other construction aids. Where OSHA requirements are in conflict with other applicable regulations, OSHA requirements shall govern, where mandatory; otherwise the Contractor shall comply with the most stringent applicable requirements.
- D. Transportation Facilities. The Contractor shall investigate the availability of transportation facilities and make necessary arrangements for delivery of materials to the site. All transportation shall be the sole responsibility of the Contractor.
- E. Noise Control. The Contractor shall comply with all OSHA requirements concerning allowable noise levels throughout construction. All internal combustion engines in vehicles and construction equipment shall be equipped with effective mufflers to produce a maximum sound level of 70 dBA at 50 feet from the source. Noise disturbance to adjoining property owners shall be minimized in accordance with all applicable federal, state, and local regulations.
- F. Dust Control. The Contractor shall provide dust control during construction operations, and shall be responsible for all damage resulting from dust produced by construction operations.
- G. Water Control. The Contractor shall perform grading and other operations to maintain site drainage. Surface water shall not be allowed to accumulate in excavations or under structures. Surface water shall be controlled by means of ditches, dams, temporary pumps and piping, and other necessary methods. The Contractor shall legally dispose of surface and subsurface water. Mud, silt, or debris shall not be allowed to flow on or into adjoining or public property.
- H. Air Pollution Control. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders pertaining to air pollution.
- I. Sanitary Facilities

Toilet and Washing Facilities. The Contractor shall provide temporary chemical toilets for the use of all workers at the site as necessary for completion of the Work.

Drinking Water. The Contractor shall maintain a supply of cool, pure drinking water at the site, readily available to workers, with individual disposal drinking cups or a sanitary bubbler fountain as necessary for the duration of the Work.

- J. Preservation of Property. The Contractor shall exercise care to avoid injury to existing improvements, adjacent property, and trees and shrubbery. Trees and shrubbery that are not to be moved, poles, fences, signs, property corners, all underground pipe and conduit, and other improvements within or near the Work shall be protected from injury or damage. If such objects, or improvements, are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition equal to or better than the condition prior to construction operations.
- K. Survey Monuments. The Contractor shall not disturb any monuments or survey markers without permission from the District Engineer, and shall bear the expense of resetting any monuments or survey markers which may be disturbed without permission in accordance with applicable federal, state, and local requirements.
- L. Historical and Archaeological Resources. Should any items having historical or archaeological significance be discovered in the course of any construction activities, Work shall be halted, and the District Engineer shall be notified immediately. Under direction of the District Engineer, an archaeologist shall make an on-site inspection. The on-site inspection shall be used to make recommendations to SLVWD and other agencies having jurisdiction for determination of mitigation actions to be taken.
- M. Utilities. The Contractor shall furnish and pay for utility service at the site and elsewhere as required for performing the Work.

1.05 UTILITIES

- A. The location and existence of substructures were determined from a search of records maintained by their respective owners. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility to determine the exact location of substructures and to protect them from damage.
- B. It shall also be the Contractor's responsibility to locate and protect service laterals, conduits, and appurtenances of any underground facility, the presence of which can be inferred from the presence of visible facilities such as buildings, meters, and junction boxes, prior to doing any Work that may damage any such facilities, or interfere with their service.

END OF SECTION 01015

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section defines the Lump Sum Prices, Unit Prices and Allowances listed in the Bid Schedules in Section 00300, and the manner in which they will be used to determine measurement and payment for all items included in the Bid Schedules.
- B. Prices stated for Work shall remain fixed for a 2-year duration following the acceptance of Work.
- C. Upon Contract award, the accepted Bid Schedules will become the Payment Schedule.

1.02 BID PROPOSAL

- A. Measurement and payment will be made for each Payment Schedule item independently and in accordance with the provisions as follows:
 - 1. Lump Sum Prices: The Contractor shall provide Lump Sum Prices in the Payment Schedule for all Work in the Contract Documents, except items of Work listed in the Payment Schedule as Unit Price Items. For Lump Sum items, only the total amount shall be provided.
 - 2. Unit Price Items: Unit Price Items are provided for additive or deductive Work not presently quantified in the Contract Documents. Each unit price shall contain all costs and charges, including, without limitation, materials, labor, fabrication, delivery, installation or application, supervision, tools, equipment, incidentals, subcontractors, indirect costs, bonds, insurance, overhead, profit, and taxes. Unit Prices shall be the exact amount per unit to be applied to the units of Work actually provided or not provided for the purpose of modifying the Contract Price or establishing the payment due the Contractor, as applicable.
 - a. Unit Prices provided shall be held good and in effect until the Work is completed and accepted by SLVWD. Contractor-proposed Unit Prices which are so unbalanced as to be detrimental to the SLVWD's interest may be rejected or cause rejection of the Bidder's entire bid at the discretion of the SLVWD.
 - b. All Unit Price Items are included in the scope of the Contract without specific locations for the Work provided. SLVWD reserves the right to direct that these items of Work be performed when they are encountered, and the Contractor is obligated to accommodate this work within the original contract duration. The Contractor will

not be entitled to additional time regardless of where Work is encountered.

- c. Allowance Quantities are provided by SLVWD as an estimate. SLVWD reserves the right to vary the total individual item total cost by +/- 25% by varying the Allowance Quantities.
- d. When SLVWD's use of a Unit Price item exceeds 200% of the Payment Item Allowance Quantity, the Contractor or SLVWD may demand that the Unit Price Item be renegotiated for quantities in excess of 200%, whether the price is stipulated or bid. This provision is to prevail over any conflicting general condition provision.

3. Retention: Payment for all bid items is subject to the retention provisions.

1.03 SCHEDULE OF VALUES

- A. The Contractor shall submit a schedule of values to the District Engineer for review and approval. The schedule of values shall be submitted within 10 work days after receipt of the Notice to Proceed.
- B. The schedule of values shall include a detailed and itemized breakdown of subtasks, material, labor, equipment, etc. for each individual line item of the bid schedule. The schedule of values shall be complimentary to and serve as a basis to substantiate the bid schedule.
- C. The schedule of values shall serve as the basis for progress payments.

1.04 MEASUREMENT AND PAYMENT

- A. This article defines the manner and method to develop the Lump Sum, Unit Price, and Allowance bid amounts of all items identified in the Payment Schedule. Bid amounts will include all plant, equipment, tools, materials, labor, service, and all other items required to complete the Work included in the Contract unless specifically excluded by this Section.
- B. Payment for all items of the Payment Schedule, whether lump sum or unit price, shall include all compensation to be received by the Contractor for furnishing all labor, materials, tools, equipment, supplies, transportation, subcontract work, incidentals, indirect costs, overhead, consulting services, manufactured articles, plant establishment and operations, taxes, insurance, bonds, profit, permits, and costs of compliance with public agency regulations having jurisdiction over the Work.
- C. No separate payment will be made for any item that is not specifically set forth in the Payment Schedule. All costs shall be included in the individual bid items identified in the Payment Schedule for the various items of Work.
- D. Work required for which no separate bid item is identified will be considered as a

subsidiary obligation of the Contractor, and the cost therefore shall be included in the most applicable bid item.

- E. Compensation for completion of the Work will be determined by the updated construction schedule. Payment amounts for each item will be the basis for development of budget values for activities included in the updated construction schedule.
- F. All quantities shall be measured in accordance with industry standard practices, and as specified herein. The Contractor shall compute all quantities of Work performed for payment purposes. The District Engineer will verify measurements. Except for time, all quantities shall be measured to the nearest rounded off whole number. Time shall be measured to the nearest tenth of an hour.
- G. The following quantities shall not be included for payment:
 - 1. Quantities of material wasted or disposed of in a manner not called for under the Contract or a consequence of the construction method used to perform the Work.
 - 2. Rejected loads of material, including material rejected after it has been placed, by reasons of the failure of the Contractor to comply with the Contract provisions.
 - 3. Materials placed outside the Contractor's storage and staging area stated on the Drawings or lines established by the District Engineer.
 - 4. Materials not incorporated into the final Work.
 - 5. Materials remaining after the completion of Work.
- H. No payment will be made for loading, hauling, and disposing of rejected materials.
- I. Final payment for Work covered by Unit Price Items will be made on the basis of the actual measured quantities accepted by the District Engineer multiplied by the Unit Price in the Payment Schedule.

PART 2 - PRODUCTS

2.01 PROGRESS PAYMENT REQUIREMENTS

- A. Monthly progress payment requests are due on a certain day of each month (to be determined by SLVWD). Payment requests will be accepted prior to the submittal date; however, payment request processing will not begin until this date for purposes of meeting SLVWD's pay request processing obligations under the California Public Contract Code. Failure of the Contractor to submit pay requests by the submittal date may be cause for rejection of the payment request. If rejected, the Contractor may have to resubmit his payment request the next

month. Should the submittal date fall on a holiday or weekend day during the month then the Contractor shall consider the next work day as the due date.

- B. Partial payment for Work performed shall be in accordance with the updated construction schedule. The District Engineer will verify measurements and quantities. Each activity necessary to manage and complete the Work is identified on the construction schedule. Each activity will be assigned its respective value, a portion of the contract price.

Payment for all Lump Sum item costs and services incurred on this Contract shall be based on the earned value of Work accomplished during the reporting period. Earned value is determined by the completion percentage of each activity applied to the total value of the activity. No construction activity shall be deemed 100% complete until the Contractor has completed the Work and the Work has been inspected and approved by the District Engineer.

- D. Unit Price items will be paid based on quantities installed.
- E. Earned value is derived from the current status of the updated construction schedule as determined by the monthly schedule status submittal. Each schedule status submittal is reviewed and approved by the District Engineer prior to the Contractor obtaining approval for the Summary of Earned Values or quantities installed and the Payment Application.
- F. The Contractor shall not take advantage of any apparent error or omission in the Specifications, and the District Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents at no additional cost to the SLVWD.

2.02 PAYMENT APPLICATION

- A. The Payment Application shall be submitted according to the format and instructions provided by SLVWD and is based on Work completed through the last day of the previous month or through the date established by the District Engineer.
- B. One copy of the Payment Application shall be submitted.
- C. Payment Application shall be submitted monthly.
- D. The Payment Application shall contain all necessary references and attachments that substantiate the invoice for progress payment, (e.g., certified payrolls, labor reports, updated construction progress schedule, and Summary of Earned Values).
- E. Payment Application shall be submitted with updated construction schedule and project status report.

PART 3 - EXECUTION

3.01 MONTHLY REVIEW OF PAYMENT APPLICATION

- A. Monthly review meetings between the Contractor and the District Engineer will be held within 7 work days prior to the payment application date designated by the District Engineer.
- B. Prior to the monthly review meeting, the Contractor shall submit an updated construction schedule and a Payment Application showing a Summary of Earned Values for the reporting and payment period. The District Engineer will compare Contractor submitted earned values to available data.
- C. The Contractor shall make any adjustments to the updated construction schedule and payment application, as deemed necessary based on the District Engineer's review. Upon the Contractor's completion of the adjustments, the District Engineer will forward the Payment Request to SLVWD. The District Engineer will determine payment amounts if agreement with Contractor is not reached.

3.02 PAYMENT FOR PRODUCTS STORED ON SITE

- A. The Contractor may request payment for products (material and/or equipment) which will be incorporated in the Work and which will be delivered and stored on-site.
- B. Payments for products stored at the site shall be based upon the cost of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site; provided each such individual item has a value of more than \$5,000 and will become a permanent part of the Work.
- C. The Payment Application shall contain a bill of sale, invoice, or other documentation warranting that the Contractor has received the materials and equipment free and clear of all liens, charges, secured interests, and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance as specified in the insurance provisions and other arrangements to protect the SLVWD's interest.

END OF SECTION 01025

SECTION 01040

PROJECT COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions related to overall project coordination. Additional provisions are included within individual Specification sections.

1.02 SUBMITTALS

- A. The Contractor shall submit a statement of qualifications of its proposed superintendent to the District Engineer for review. The statement of qualifications shall include the superintendent's name, the name of each project that is the basis of the qualifications, each project site location, a brief description of each project, and the name and mailing address for each project owner.

1.03 SUPERINTENDENT

- A. The Contractor shall assign a duly authorized and competent person continually on the site during the Work. The superintendent shall have not less than 4 years' experience as a contractor's general superintendent on similar projects with complexity and configuration comparable to the Work described in the Contract Documents.
- B. If the superintendent is not deemed qualified or if the superintendent's performance on the Project is determined to be unsatisfactory by the District Engineer, the superintendent shall be immediately removed from the Project pursuant to the Specifications Division 0, General Conditions.
- C. The Contractor shall furnish to the District Engineer a written statement of the qualifications of the proposed substitute superintendent if a substitute superintendent is required.
- D. A substitute superintendent shall meet the same requirements and shall be subject to approval by the District Engineer.

1.04 CONCURRENT CONSTRUCTION AND OPERATIONS

- A. SLVWD facilities shown on the Drawings are operating facilities that are necessary to continue SLVWD's function of delivering water to SLVWD's service area. It is necessary that these facilities be kept operational at all times except as may be scheduled for tie-ins or other work. Concurrent with work performed under this Contract, SLVWD will perform routine operation and maintenance activities in and around the site. The Contractor shall maintain the work area to provide full access to all facilities so as not to compromise the ability of SLVWD

to operate the facilities and so that the operators and maintenance personnel may perform their duties.

- B. The Contractor shall cooperate with other contractors and SLVWD forces performing work at the site, shall conduct its operations in a manner to prevent unnecessary delay or hindrance to their work, and shall coordinate its work with theirs to permit proper and timely completion of all projects in the area.

1.05 RESTRICTED AREAS

- A. The Contractor's personnel, agents, and subcontractors shall be restricted from entry to existing buildings and structures except as may be required by the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01040

SECTION 01050

CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provision required by the Contractor for construction surveying as specified herein for the construction of the Work.
- B. Contractor shall be responsible for any monumentation and/or benchmarks which will be disturbed or destroyed by construction. Such points shall be referenced and replaced with appropriate monumentation by a Licensed Surveyor or Registered Civil Engineer authorized to practice Land surveying in the State of California. A Corner Record or Record of Survey, as appropriate, shall be filed by the Licensed Land Surveyor or Registered Civil Engineer as required by the Land Surveyor's Act.
- C. Contractor shall provide all surveying necessary for completion of Work as defined by the Contract Documents.

1.02 DEFINITIONS

- A. Surveyor: The Surveyor will be an approved licensed Land Surveyor or Registered Civil Engineer authorized to practice Land Surveying in the State of California.

1.03 CONTROL

- A. SLVWD has established the survey control points within the SLVWD's property and around the reservoir perimeter, as shown on the Drawings. The control points have been established by SLVWD's surveyor for the Contractor's use for establishing lines and grades required for the Project.
- B. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade at the Contractor's expense unless otherwise specified in the Contract Documents.

1.04 QUALITY CONTROL

- A. All surveying work will be performed under the direction and supervision of an approved licensed Land Surveyor or Registered Civil Engineer authorized to practice Land Surveying in the State of California employed or retained by the Contractor.

1.05 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions herein. Prior to beginning any phase of the survey work, the Contractor shall submit to the District Engineer for approval, the Contractor's projected requirements for construction surveying of the Project, including timetable for required survey data.
- B. All survey data will be recorded in accordance with standard methods approved by the District Engineer. All original field notes, computations, and other records for the purposes of layout will be recorded in field books, or other methods acceptable to the District Engineer. All "Cut Sheets" will be forwarded to the District Engineer prior to staking and/or excavation. Any changes to the cut sheets shall be recorded as changes and a complete set of "Record Cut Sheets" shall be submitted to the District Engineer.
- C. The Surveyor shall submit to District Engineer, full descriptions and surveying, location, and elevation information for all monuments established as a part of this Project.

PART 2 - MATERIALS – (Not Used)

PART 3 - EXECUTION

3.01 LINE AND GRADE

- A. All Work shall conform to the lines, elevations, and grades shown on the Drawings.
- B. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the District Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished Work.
- C. Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

END OF SECTION 01050

- D.

SECTION 01060

SAFETY, ENVIRONMENTAL, AND REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall submit a site-specific Injury and Illness Prevention Program (IIPP) covering all work and Contractor and subcontractor employees at the site.
- B. Permits: The Contractor shall submit copies of permits required by regulatory authorities and shall retain copies of the permits at the site.

1.02 REGULATORY REQUIREMENTS

- A. The citation or listing of specific laws, ordinances, or regulations in this and other sections of the specifications is not a complete inventory of the laws, ordinances, or regulations that apply to those engaged or employed on the work, materials used in the work, the conduct of the Work, or the safety and protection of persons, property, and the environment. These citations shall not limit or diminish the Contractor's responsibility to keep fully informed of and observe and comply with laws, regulations, ordinances, codes, orders, rules, standards, or decrees of public bodies having jurisdiction.
- B. In the event a law, regulation, ordinance, code, order, rule, standard, or decree conflicts with a requirement of the Contract, the Contractor shall make a written request for direction from the District Engineer.

1.03 PUBLIC SAFETY

- A. Whenever the Contractor's operations create a condition hazardous to the public, flagmen and guards shall be furnished as necessary to give adequate warning to the public of the hazard. The Contractor shall furnish, erect, and maintain fences, bridges, railings, barriers, lights, signs, and other devices as necessary to prevent accidents and avoid damage or injury to the public.

1.04 AIR QUALITY

- A. The Contractor shall perform the work in accordance with the requirements of all federal, state, and local regulatory agencies including:
 - Monterey Bay Air Resources District
 - California Air Resources Board
 - (CARB)
- B. Whenever abrasive blasting is to be performed, blast media shall be certified for

use by CARB for unconfined blasting pursuant to CCR Title 17.

1.05 SAFETY, HEALTH, AND PROTECTION

- A. The Contractor shall comply with safety standards established within the Cal/OSHA CCR Construction Safety Orders (CSO) and General Industry Safety Orders (GISO) that are applicable to the work. The Contractor shall have a complete copy of the CSO at the work site.
- B. A copy of the Contractor's IIPP and Code of Safe Practices, prepared in accordance with CCR Title 8 shall be kept at the site. Upon request, such documents shall be made available to the District Engineer for review.
 - 1. The Contractor shall identify in writing to the District Engineer the Contractor's "competent person" responsible for performing inspections of excavations and protection at excavations required by CCR Title 8.
 - 2. The Contractor shall revise the IIPP and Code of Safe Practices during the work as often as necessary to fit the operations and possible hazards.
- C. The Contractor shall ensure the safety of SLVWD employees. SLVWD's employees will not be permitted to enter unsafe places for the purpose of making inspections except where an inspection is required to determine if previously detected unsafe conditions have been corrected. Where work is required to be inspected by the District Engineer and the inspection is not performed due to the existence of an unsafe condition, the work shall be subject to rejection, or the work may be suspended in accordance with Section 13(a) of Document 00700, "General Conditions."
- D. The Contractor shall be responsible for preventing health hazards arising from work-related activities of employees.
- E. When possible, the Contractor shall notify the District Engineer in advance of safety inspections by OSHA or other governmental safety agencies. The District Engineer will attend safety inspections when notice is given sufficiently in advance for the District Engineer to be present. When the District Engineer is not present during a safety inspection, the Contractor shall immediately report to the District Engineer that a safety inspection has taken place and shall advise the District Engineer of violations, citations, or salient events arising from the inspection and of the Contractor's abatement actions.
- F. The Contractor shall ensure the availability of emergency medical services to workers on the site.
 - 1. Appropriately Trained Personnel: The Contractor shall ensure that a suitable number of appropriately trained personnel are available to render first aid. The names of these persons shall be made available to the District Engineer upon request.

2. First Aid Kit: The Contractor shall provide and maintain adequate first aid kits for the use of all persons employed on the work. The first aid supplies shall be in accordance with CCR Title 8 as a minimum.
- G. Material Safety Data Sheets (MSDSs) shall be in accordance with Federal Standard 313C.
- H. Head Protection: All persons shall be required to wear ANSI-standard hard-hats while at the worksite; no bump caps will be permitted.

1.06 ACCIDENT REPORTING

- A. The Contractor shall report in writing to the District Engineer on or before the 10th of each month stating:
 1. The number and character of all accidents during the previous month that resulted in loss of work time
 2. The total workforce employed on the Contract during the previous calendar month
 3. Other information that may be required by the District Engineer relating to project injuries or accidents
- B. Accidents or incidents that cause property damage or personal injury shall be reported to the District Engineer in writing as soon as possible, but in every case less than 24 hours after the incident.

1.07 VENTILATION

- A. Ventilation and control of oxygen-deficient atmospheres, dusts, fumes, mists, vapors, and gases shall be in accordance with the CSO and all other applicable laws, ordinances, and regulations.
- B. The nature of the work is such that the Contractor's employees will be required to enter and work in spaces defined as confined spaces by CCR Title 8.
 1. In the existing facility certain spaces have been determined by SLVWD to be either permit-required or non-permit-required confined spaces.
 - a. At places determined by SLVWD to be permit-required spaces, danger signs shall be posted to inform exposed employees of the existence and location of and the danger posed by those spaces.
 - b. Entry into these spaces shall not be allowed without compliance with a permit-required, confined-space program in accordance with CCR Title 8
 2. During the construction of the work it is likely that construction operations will create work spaces that must be defined as either a permit-required or

non-permit-required confined space.

- C. The Contractor shall develop and implement a confined-space program in accordance with CCR Title 8.
 - 2. At an appropriate time in advance of a necessary entrance into a confined space, the Contractor shall meet with the District Engineer to discuss the hazards and the entry and exit operations proposed.
 - 3. If the space is part of the existing SLVWD facility, the District Engineer will apprise the Contractor of the elements, including the hazards identified and SLVWD's experience with the space.
 - 4. The District Engineer will advise the Contractor of the requirements for entry and exit of SLVWD personnel for observation, inspection, or other duties.
 - 5. At the conclusion of entry operations, the Contractor shall inform the District Engineer of the confined-space program followed and of the hazards confronted or created in the permit-required spaces during entry operations.
- D. When the work continues on a daily basis in a particular confined space, the Contractor and the District Engineer shall develop procedures for daily updating of the permit procedures and re-evaluation of the entry or exit procedures.
- E. Adequate ventilation shall be provided in all work spaces, including those not classified as confined spaces.
 - 1. During the performance of work or operations requiring entry by personnel, the Contractor shall ensure that the air in all areas is in a condition suitable for health.
 - 2. A sufficient supply of fresh air shall be provided at all times in all places where workers are working or operations are being performed, and provision shall be made for the quick removal of gases and dust generated by dust-producing operations.
- F. Ventilating plants of ample capacity shall be installed, and suction and discharge points shall be provided as necessary to produce the conditions specified.

1.08 ENVIRONMENTAL PROTECTION

- A. Hazardous Materials Storage: Hazardous materials shall be stored in covered, leak-proof containers when not in use, away from storm drains and heavy traffic areas, and shall be protected from rainfall infiltration. Hazardous materials shall be stored separate from non-hazardous materials, on a surface that prevents spills from permeating the ground surface, and in an area secure from unauthorized entry at all times. Incompatible materials shall be stored separately from each other.

1.09 PERMITS

- A. The Contractor shall obtain all other permits and pay permit fees required by agencies and authorities having jurisdiction. The costs for the permits inspections shall be included in the price entered in the Bidding Sheet.
- B. When the terms of permits obtained by either the Contractor or SLVWD require inspections by agencies or authorities other than SLVWD, the Contractor shall schedule the inspections and notify the District Engineer a minimum of 24 hours prior to the inspection being performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01060

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for project meetings to be regularly conducted during construction.

1.02 PRE-CONSTRUCTION MEETING

- A. After notification of award and prior to the start of any Work, a pre-construction meeting will be held at a time and place selected by SLVWD to discuss the Work, construction schedule, mobilization for the start of Work, and details of administrative procedures to be used during the progress of the Work.
- B. Attending the meeting will be SLVWD representatives, the Contractor's site superintendent, Contractor's QA/QC Manager, and any other key members of the Contractor's staff, subcontractors and any other parties that may be deemed necessary by SLVWD. In addition to the attendees named herein, the meeting may be attended by representatives of regulatory agencies having jurisdiction of the Project, if required, and such other persons the District Engineer may designate. The District Engineer shall be the person who coordinates with the representatives of the regulatory agencies.
- C. At the pre-construction meeting, the District Engineer will discuss details of procedures for site access, operational necessities at the facilities, procedures for payment applications, safety, schedule of project meetings, and other subjects as determined by SLVWD or requested by the Contractor.
- D. The Contractor shall submit to the District Engineer emergency telephone numbers listing where the Contractor can be reached day or night, including weekends and holidays.
- E. At the pre-construction meeting the Contractor shall submit a copy of the "Notice to Proceed" as issued by SLVWD and show proof that all permits incidental to the Work or made necessary by his operations have been successfully secured.
- F. Agenda matters to be discussed or resolved and the instructions and information to be furnished or given by the Contractor at the pre-construction conference include, but are not limited to, the following:
 - 1. Project meeting schedule.
 - 2. Construction plans, progress schedule, and payment schedule of values.

3. Communication procedures between the parties.
4. The names and titles of all persons authorized by the Contractor to represent and execute documents on behalf of the Contractor.
5. The names, addresses, and telephone numbers of all those authorized by the Contractor to act on the Contractor's behalf in emergencies.
6. Construction permit requirements and procedures.
7. Access and rights-of-way to be furnished by SLVWD.
8. Forms and procedures for the Contractor's submittals.
9. Change Order forms and procedures.
10. Payment procedures.
11. First-aid and medical facilities to be furnished by the Contractor.
12. Construction equipment and methods proposed by the Contractor.
13. Other administrative and general matters, as necessary.

1.03 PROJECT MEETINGS

- A. To enable orderly review of progress during the performance of the Work and to provide for systematic discussion of problems, SLVWD will conduct regularly scheduled project meetings throughout the performance of the Work. Project meetings will be held at a minimum once a week at the jobsite in accordance with a mutually acceptable schedule. More frequent meetings may be called after due notice is given to the Contractor.
- B. The purpose of the project meetings is to analyze and resolve problems that might arise relative to execution of the Work, to discuss potential impact the Contractor's operations may have on facility operations, and to review the Contractor's look-ahead schedule. The Contractor shall advise the District Engineer at least 24 hours in advance of the project meeting regarding items the Contractor would like added to the agenda.
- C. Attendees. Unless otherwise required by SLVWD, meetings shall be attended by the District Engineer, the Contractor, the Contractor's Construction Manager, and the Contractor's Superintendent. Subcontractors may attend when involved in the matters to be discussed or resolved, but only when requested by the District Engineer or Contractor. Persons designated by the Contractor to attend and participate in project meetings shall have the authority to commit the Contractor to the resolution of problems as agreed upon in the project meetings.
- D. Subcontractors, materials suppliers, and others may be invited to attend project meetings when their aspects of the Work are involved, but the Contractor shall

remain wholly responsible for its obligations under the Contract.

- E. The meeting agenda will include a review, evaluation, and discussion of each construction schedule item and Contractor submittals.
- F. The Contractor shall designate persons to attend these schedule meetings who are familiar with the construction schedule, current construction problems and activities, and with the logic of the Work sequences used in preparing the construction schedule and updates.
- G. Project Meeting Records. The District Engineer will prepare meeting minutes of each meeting and will furnish copies to the Contractor within 5 work days thereafter. If the Contractor does not submit written objection and proposed corrections to the contents of such meeting minutes within 5 work days after distribution, it shall be understood and agreed that the Contractor accepts the meeting minutes as a true and complete record of the meeting.

1.04 REGULATORY AGENCIES

- A. When requested, the Contractor shall attend meetings held or required by governmental or regulatory agencies having jurisdiction over the Work.

1.05 OTHER MEETINGS

- A. Occasionally, as dictated by the Work progress and concerns, the District Engineer may call separate meetings to discuss specific topics. The Contractor's authorized representative is required to attend these meeting as requested by the District Engineer.

1.06 POST-CONSTRUCTION CONFERENCE

- A. A post-construction conference shall be held prior to final inspection of the Work to discuss and resolve all unsettled matters. Bonds and insurance are to remain in force, and other documents required to be submitted by the Contractor will be reviewed and any deficiencies determined. Schedules and procedures for the final inspection process and for the correction of defects and deficiencies shall be discussed and agreed upon.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01200

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for Contractor submittals. Additional provisions may be included in specific Specifications Sections.
- B. This Section contains general information pertaining to the processing of submittals. Additional detailed submittal requirements are contained within the individual technical Specification Sections.
- C. All Contractor submittals shall be submitted to SLVWD electronically via email. Electronic submittals shall be in PDF format and transmitted to SLVWD as email attachments. Electronic submittals shall be returned to the Contractor via email with submittals as attachments.
- D. For those submittals which cannot be prepared electronically and submitted by emailed (material samples), hard copies shall be submitted in accordance with the following:
 - 1. Contractor shall furnish minimum of (8) copies of submittal unless specified otherwise. SLVWD will return (3) copies of submittal to the Contractor with comments noted thereon.
 - 2. Submittals shall be mailed to:

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

1.02 REQUIREMENTS FOR SUBMITTALS

- A. Submittals will be required for all fabricated articles and/or coatings/paints/solvents.
- B. SLVWD's approval of submittals shall not relieve the Contractor of the entire responsibility for the correctness of the work covered by the submittal. The Contractor shall assume all responsibility for misfits and deficient work due to errors in the submittals.
- C. Submittals required by the Specification Sections shall be in accordance with this Section unless otherwise specified. Submittals not in accordance with this Section and with the technical Sections requiring the submittals will be returned to the Contractor as unsatisfactory.

Prior to the Contractor's submittal transmission to SLVWD, the Contractor shall carefully review each submittal to confirm that it is complete and to verify whether or not the proposed items or Work conform to Contract requirements. Each submittal shall be dated, signed, and certified by the Contractor as being correct and in conformance with the Drawings and Specifications. SLVWD will not review any items which have not been certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by SLVWD, and any delays caused thereby shall be the responsibility of the Contractor.

E. Items that are not in accordance with the Contract requirements shall be conspicuously noted as such. The Contractor shall identify each proposed deviation on the corresponding transmittal letter and include a written explanation of the necessity for each deviation with the transmittal letter. Deviations that are not conspicuously marked on both the transmittal letter and the corresponding submittal drawing or data will be deemed to have been disapproved by SLVWD or not reviewed by SLVWD.

F. Transmittal Format

1. A separate transmittal letter, in a form acceptable to SLVWD, shall be used to transmit submittals for each specific item or class of material or equipment. Submittal of multiple items using a single letter of transmittal will be permitted, except 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.
2. Each submittal shall show the transmittal number, date of transmittal, project title, contract number, Specification Section or Drawing number(s) to which the submittal pertains, brief description of the material or equipment submitted, and the company name or the originator of the submittal. Each transmittal letter shall be clearly marked to indicate the cases when the material is being submitted as a variation.
3. The transmittal number shall be indicated on every page of each copy of each submittal, and shall correspond to the number given in the transmittal letter. Only the first sheet of a bound set of originally published or printed brochures or catalogs shall be numbered.
 - a. Submittals shall be consecutively numbered beginning with the number 1.
 - b. Multiple-page submittals shall be collated into sets and each set shall be stapled or bound.
 - c. For submittals that are resubmitted for any reason, a new transmittal letter shall have the original submittal number followed by a hyphen and a number corresponding to the number of resubmittal. An example is 50-2, where 50 is the submittal number and 2 is the number of times submittal 50 has been resubmitted.

The transmittal letter shall indicate that it is a resubmittal.

1.03 ACTIONS BY SLVWD AND SUBSEQUENT CONTRACTOR ACTIONS AND RESPONSIBILITIES

- A. SLVWD will reject incomplete submittals as not complying with the Contract requirements.
- B. After receipt of a complete submittal and within the time limits described below, the District Engineer will transmit the submittal back to the Contractor marked with one of the following review status:
 - 1. "Reviewed, No Exceptions Taken"
 - 2. "Make Corrections Noted, Do Not Resubmit"
 - 3. "Revised and Resubmit"
 - 4. "Rejected"
- C. For items marked "Make Corrections Noted, Do Not Resubmit," the revisions will be marked on the submittal or will be described as comments in the response letter. The submittal will be considered approved without formal revision. The Contractor shall, within 5 work days, submit (2) corrected record copies to the District Engineer for record purposes.
- D. If the submittal is returned to the Contractor marked "Revised and Resubmit," the submittal will be transmitted to the Contractor with a statement of the deficiencies. The Contractor shall promptly revise the submittal and resubmit to the District Engineer.
- E. If the submittal is returned to the Contractor marked "Rejected," the Contractor shall revise said submittal and shall resubmit to the District Engineer.
- F. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents, Specifications, or Drawings. Submittal revisions shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from making required revisions to the submittals. The review of submittals by SLVWD shall in no way relieve the Contractor of responsibility for errors or omissions contained therein nor will such review operate to waive or modify any provisions or requirements contained in the Contract Documents, Specifications, or Drawings.
- G. After approval of submittals, the Contractor shall not deviate from the approved submittal without the prior written consent from the District Engineer. Commencement of production Work performed in advance of the receipt of approved submittals shall be entirely at the Contractor's risk.

1.04 REVIEW SCHEDULE

- A. The sequencing and scheduling of submittals shall be in accordance with the priority established in the approved construction schedule. Submittals that affect the critical path and near-critical path work items and large equipment submittals shall be scheduled to provide the greatest amount of float possible.
 - 1. Submittals shall be made far enough in advance of scheduled dates of installation to provide the time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
 - 2. When delays are caused by the need for resubmission of submittals, the Contractor will not be entitled to damages or extension of time on account of the delay.
- B. Submittal Review and Return Duration Requirements
 - 1. The Contractor shall allow (10) work days for SLVWD's review of each submittal, and shall allow (10) work days for SLVWD's review of each resubmittal.

1.05 SUBMITTAL LOG

- A. The Contractor shall prepare and maintain an accurate submittal log for the duration of the Project. The submittal log shall contain a listing of submittals and shall include the following information for each listed item:
 - 1. Specification Section or Drawing number reference
 - 2. Projected submittal submission date
 - 3. Actual submittal submission date to SLVWD
 - 4. Projected need approval date
 - 5. Actual return date from SLVWD

1.06 SUBMITTAL FORMAT REQUIREMENTS

- A. Product Data: Product data shall be annotated or highlighted to show the particular item(s) and option(s) that are proposed for use in the Work.
- B. Drawings
 - 1. Drawings shall be submitted in complete sets together with required data so that sufficient information will be available for a thorough evaluation.
 - 2. Each Contractor submittal drawing shall include as minimum identification for checking:

- a. Contractor name
 - b. Project name
 - c. Applicable subcontractor name, if any
 - d. Preparer name
 - e. Submittal number
 - f. Drawing number and date
 - g. Drawing title and appropriate subtitles
 - h. Contract number and specification number
 - i. Reference Contract Drawing number(s)
3. Submittal drawings shall have sufficient blank spaces for making corrections and for SLVWD's review stamp. The minimum blank space for stamping shall be a 3 inch square located at the lower right corner above the title block. Submittal drawings submitted without sufficient information or sufficient spaces for making corrections and stamping will be returned without review or approval.
 4. Printed material such as catalog sheets, brochures, or other printed sheets may be submitted in place of submittal drawings, provided that the printed material fully describes the manufactured articles to be installed. If in the opinion of the District Engineer the printed material does not adequately describe the item, the printed material will be rejected and a submittal drawing shall be submitted.
 5. Substitution of tabular computer printouts for layout drawings will not be acceptable; however, the Contractor may submit computer printouts along with the mandatory submittal drawings. CAD drawings are acceptable for submittal.

C. Samples

1. Samples of fabricated items shall conform to the specified requirements for tolerance and finish for the work they represent.
2. Samples of fabricated items shall be full-size, physically identical prototypes of the fabricated item proposed for incorporation in the Work.
3. Samples of materials shall be physically identical to the size, type, color, pattern, and texture of the materials proposed for incorporation in the Work.

4. When selection from a range of choices is specified, samples for selection of color, pattern, texture, or other characteristic shall include a full set of the standard range of choices for the material or product.

1.07 SUBSTITUTIONS

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using a name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the name of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials, or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the District Engineer if sufficient information is submitted by the Contractor to allow the District Engineer to determine that the material or equipment proposed is equivalent to that named. No substitute shall be ordered or installed by the Contractor without the District Engineer's prior written acceptance
- B. Submittals of substitutions, changes, and deviations shall be in accordance with this Section and may be permitted subject to the following requirements:
 1. If the Contractor wishes to furnish or use a substitute item, material, or equipment, the Contractor shall make written application to the District Engineer for acceptance. The Contractor shall submit a request for such substitution and pertinent data substantiating the request to the District Engineer no later than 20 work days prior to the required material order date to maintain the project on schedule
 2. Contractor shall review Section 00700, General Conditions, Article 9.4, Substitutions and Equals, for administrative procedures and requirements prior to proceeding with substitutions. The Authorization of Engineering Costs for Evaluation for Substitutes and Equals form shall be submitted and approved prior to SLVWD proceeding with the evaluation of any substitution.
 3. Request for review of substitute items, materials, or equipment will not be accepted by the District Engineer from any party other than the Contractor.
 4. The proposed substitution, change, or deviation is conspicuously marked on the submittal drawings and/or data.
 5. The corresponding line item on the transmittal letter is conspicuously marked as a substitution or variation.
 6. The Contractor shall provide proof of the comparative quality and suitability of alternative items, materials, or equipment for proposed substitutions. Description, information, performance data, and other information as may be required by the District Engineer shall be submitted showing the equality of the items, materials, or equipment offered to those originally specified. The Contractor shall certify that the proposed substitute will perform adequately and the functions called for by the general design shall

be similar and of equal substances to that specified, and the proposed substitute shall be suited to the same use and capable of performing the same use and function as that specified.

7. The application will state whether or not acceptance of the substitute or use of it in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substituting connection to the Work is subject to payment of any license, fee or royalty.
8. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all which will be considered by the District Engineer in evaluating the proposed substitute.
9. The burden of proving the proposed substitute is "an equal" is solely the Contractor's responsibility and such proof should include sufficient factual and comparative data to establish that the request for the substitution is equal in: quality, utility, structural strength, mechanical, and technical performance, finish, arrangement of plan, repair and maintenance, compatibility with other existing and specified items, and any other relevant data.
10. A written explanation of the necessity for the proposed change or deviation shall be indicated in the Contractor's submittal transmittal letter.
11. The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this Section.
12. The Contractor shall have the proposed substitution tested as required by the District Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item, material, or equipment will fulfill the specific intended function. Test methods shall be subject to the approval of the District Engineer. Test results shall be reported promptly to the District Engineer, who will evaluate the results and determine if the substitute item is equivalent. Installation and use of a proposed substitute item shall not be made until approved by the District Engineer.
13. SLVWD may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to the proposed substitute.
14. The District Engineer will be the sole judge as to the comparative quality and suitability of alternative items, materials, or equipment. The District Engineer's decision will be final. If a proposed substitution item, material,

or equipment offered by the Contractor is not found to be equal to the originally specified item, material, or equipment, the Contractor shall furnish and install the originally specified item, material, or equipment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01300

SECTION 01312

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for Contractor developed and maintained construction schedules.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.
- B. Construction schedule submittals shall consist of electronic pdf copies formatted to 8.5-inch x 11-inch or 11-inch x 17-inch, and an electronic copy in a file format readable by Microsoft Project.
- C. Baseline Construction Schedule
 - 1. The Contractor shall submit the baseline construction schedule within 10 work days after receipt of the Notice to Proceed.
 - 2. The District Engineer will meet with the Contractor to review and discuss the proposed construction schedule within 10 work days after receipt of the submittal. At this meeting, the District Engineer will inform the Contractor if the construction schedule is acceptable or if it must be revised and resubmitted.
 - 3. In the event that correction of the baseline construction schedule is required, the Contractor shall resubmit the revised construction schedule within 10 work days of the meeting. The District Engineer will meet with the Contractor to review and discuss the construction schedule within 10 work days after receipt of the resubmittal. At this meeting, the District Engineer will inform the Contractor if the construction schedule is acceptable or if it must be revised and resubmitted.
- D. Construction Schedule Updates
 - 1. The updated construction schedule shall be submitted to the District Engineer at the end of each month, with the Contractor's progress payment application.
- E. Narrative Progress Report
 - 1. A written narrative progress report shall be submitted to the District Engineer at the end of each month, with the Contractor's progress

payment application.

- F. Failure to submit each package by the required date may result in a reduction in progress payment by SLVWD for the corresponding month.
- G. Look-Ahead Schedule: Look Ahead Schedule shall be submitted weekly and a regular agenda item in the project coordination meetings. The Contractor shall submit the Look Ahead Schedule at least 24 hours prior to the project coordination meeting. The number of copies submitted and the layout and format of the look-ahead schedule shall be acceptable to the District Engineer.

1.03 CONSTRUCTION SCHEDULE

- A. The Contractor shall provide a computer-generated construction schedule using, Microsoft Project, or equal software that has the capability of producing a Gantt chart and identify critical path.
- B. The construction schedule shall show in detail the Contractor's plan for construction of the Work. The degree of detail shall be to the satisfaction of the District Engineer and shall include, as a minimum:
 - 1. The means, methods, and sequences for performing the Work.
 - 2. Mobilization of plant and equipment.
 - 3. Submission and approval of critical submittals.
 - 4. Fabrication and delivery of critical equipment and materials.
 - 5. Approvals and permits required by regulatory agencies or other third parties.
 - 6. Access to and availability of work areas.
 - 7. Identification of interfaces and dependencies with preceding, concurrent, and follow-on contractors and subcontractors.
 - 8. Specified project phasing, milestones, and completion dates.
 - 9. Testing.
 - 10. The activities of the District Engineer that may affect progress or affect required dates for completion of all or part of the Work, including delivery of SLVWD-furnished equipment.
 - 11. SLVWD dewatering, startup, and testing.
- C. Revisions to the Baseline Construction Schedule
 - 1. The Contractor shall immediately advise the District Engineer of proposed

or required changes in the construction schedule logic or delays to the progress of the Work.

2. The Contractor shall furnish a revised schedule within 10 work days of the adoption of a change. The revised schedule shall be accompanied with a written narrative description of the change, the necessity for the change, the impact of the change to the specified schedule milestones, and the cost to SLVWD if the revised schedule is accepted.
3. The Contractor shall furnish a revised schedule within 10 work days of the award by the District Engineer of an adjustment in the time of completion of the Work.

D. Monthly Construction Schedule Updates

1. The Contractor shall update the current construction schedule monthly to indicate:
 - a. Actual activity-start dates
 - b. Actual activity-completion dates
 - c. Estimated duration, in work days, to complete each activity that is started but not completed
 - d. Actual total progress achieved to date on each activity in percent
 - e. Non-working days granted by the District Engineer

1.04 NARRATIVE PROGRESS REPORT

- A. As part of the monthly update process, the Contractor shall prepare a narrative progress report. The report shall describe the physical progress during the report period, the Contractor's plans for continuing the Work during the forthcoming report period, and actions planned to correct Work that is behind schedule. The report shall also provide a discussion of potential delays and problems and their impact on performance and the overall project completion date.
- B. If the project falls behind schedule by more than 20 work days, the report shall contain proposed alternatives for schedule recovery.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01312

SECTION 01400

INSPECTION OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for SLVWD's inspection of the Work.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.
- B. When requested by SLVWD, the Contractor shall furnish the District Engineer such additional information as may reasonably be required regarding the character of the materials and the progress of their procurement, including copies of invoices, bills of lading, and shipping lists on all articles and materials for use on the Work.

1.03 RESPONSIBILITIES

- A. The Contractor shall be responsible for full compliance with every requirement of the Contract Documents and Specifications and shall ensure that the Work is in full accordance with the Contract Documents and Specifications. At all times, the Contractor's Work will be subject to rigid inspection by the District Engineer. Whether discovered by the Contractor or the District Engineer, nonconforming Work shall be corrected or replaced by the Contractor.
- B. For convenience, materials or equipment to be incorporated in the Work may be designated in the Specifications by a trade name or the name of a manufacturer and the manufacturer's catalog item number information. Materials, articles, or equipment, even if supplied by a manufacturer designated in the Specifications, shall be accepted only if the items meet all other Specification requirements.
- C. The Contractor shall furnish all tools, equipment, materials, supplies, and manufactured articles necessary or required for the performance and completion of the Work included in the Contract Documents, except for materials and equipment specified to be furnished by SLVWD. The materials, articles, and equipment provided for permanent installation in the Work shall be new and shall be in accordance with the Specifications.
- D. The Contractor shall perform quality control on suppliers, manufacturers, products, services, site conditions, and workmanship to ensure that Work conforms to the Contract Documents. The Contractor shall document its quality control activities.
- E. The Contractor shall require and ensure conformance with specified standards as a minimum quality for the Work. When more stringent tolerances, codes, or

specified requirements are required by a particular manufacturer or a particular Work item, the higher standards or more precise workmanship shall be provided.

- F. The District Engineer's inspections and tests are for the sole benefit of SLVWD and shall not:
 - 1. Relieve the Contractor of responsibility for providing adequate quality control measures.
 - 2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
 - 3. Relieve the Contractor of the responsibility for proper execution of the Work in accordance with the Contract Documents and Specifications.
 - 4. Constitute or imply acceptance.
 - 5. Affect the continuing rights of SLVWD after acceptance of completed Work.
- G. The Contractor shall be responsible for adjustments, corrections, or repairs found necessary after the delivery or installation of materials and articles.
- H. Unidentified materials shall not be used in the Work, including work at fabrication plants.
- I. The District Engineer will be responsible for performing all inspections on a timely basis to not impede the Contractor's Work.

1.04 SEQUENCING AND SCHEDULING OF INSPECTIONS AND TESTS

- A. The Contractor shall fully advise the District Engineer regarding progress of the Work in its various parts.
- B. The Contractor shall furnish and prepare the required samples and test specimens ready for testing in time for the necessary tests and analysis.
- C. The District Engineer shall be given timely notice of the Contractor's readiness for inspection and testing. The length of advance notice shall be appropriate for the complexity of the inspection or test, the availability of the District Engineer, and the location of the inspection or testing, but in no case shall less than 24 hours' advance notice be given.

1.05 TESTING

- A. Materials and articles that are to be included in the Work shall be subject to testing for conformance with the Specifications.
- B. The Contractor shall be responsible for conducting and coordination of all testing stated in the Specifications, unless specifically stated otherwise.

- C. When not otherwise specified, sampling and testing shall be in accordance with the methods prescribed in the current standards of ASTM applicable to the class and nature of the articles or materials considered. However, the District Engineer will have the right to use any generally accepted method of testing that will ensure that the quality of materials, articles, or Work is in full accord with the Specifications.
- D. The District Engineer will have the right to select, test, and analyze, at the expense of SLVWD, additional test specimens of the materials to be used. Results of these tests and analyses will be considered with the results of other tests or analyses, whether performed by SLVWD or the Contractor, to determine compliance with the applicable specifications or standards for the materials.

1.06 INSPECTION BY THE DISTRICT ENGINEER

- A. Materials and articles that are to be included in the Work shall be subject to rigid inspection by the District Engineer for conformance with the Specifications. The Contractor shall plan for the inspections to be continuous, repetitive, and detailed.
- B. Any Work or testing done in the absence of the District Engineer may be subject to rejection.
- C. Orders for materials, articles, and equipment shall note that the articles, materials, and equipment are subject to inspection and acceptance by the District Engineer, both during manufacture or fabrication and after delivery to the site.
- D. When practicable and convenient for the District Engineer, inspections will be made during the manufacture of the articles and equipment.
- E. The location, alignment, grade, plumb, and other physical characteristics of formwork for concrete, items to be embedded in concrete and permanent improvements shall be subject to rigid survey verification.
- F. Materials or articles shall not be incorporated in the Work until they have been inspected and approved by the District Engineer.
- G. The Contractor shall not proceed with any subsequent phase of Work until the previous phase has been inspected by the District Engineer.
- H. After testing, Work shall be covered or backfilled only with the approval of the District Engineer.
- I. Inspection of the Work as well as other required services will be provided by the District Engineer between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday only. Any inspections or other services provided by SLVWD requested by or made necessary as a result of the actions of the Contractor beyond the hours stated above shall be paid for by the Contractor at the prevailing rate of 1½ times the regular hourly rate plus any applicable equipment or incidental costs. Additional SLVWD inspection services shall be designated on monthly payment applications as credits to SLVWD.

- J. Inspections or other services by SLVWD requested by or made necessary as a result of the actions of the Contractor on Sundays or Holidays must be scheduled and approved by the District Engineer.
- K. The need for overtime inspection or other services by SLVWD shall be determined by the District Engineer, and whose decision shall be final.

1.07 FACILITIES FOR INSPECTION AND TESTING

- A. The Contractor shall furnish the facilities, utilities, and assistance necessary for the safe and convenient performance of inspections and tests required by the Specifications or by SLVWD.
- B. The Contractor shall provide adequate lighting, access, and ventilation for a safe working environment for inspections and tests.
- C. The Contractor shall cooperate with SLVWD personnel in the performance of their respective duties and the Contractor shall provide qualified personnel to assist with the performance of tests and inspections by SLVWD.
- D. The Contractor shall provide qualified personnel to perform such tests or inspections.

1.08 REJECTION OF WORK

- A. The District Engineer will have the right, at all times and in all places, to reject articles or materials to be furnished for the Work that fail to meet the requirements of the Contract Documents, or Specifications. This shall be regardless of whether the defects in these articles or materials are detected at the point of manufacture or after completion of the Work at the site.
- B. The District Engineer will be the sole judge as to the acceptable quality of materials, articles, and Work. Compliance with the requirements of the Contract Documents and Specifications is distinctly a duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the District Engineer. Where the District Engineer, through an oversight or otherwise, accepts material, articles, or Work that is defective or that is contrary to the Specifications, the material, article, or Work, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the District Engineer.
- C. Promptly after notification of rejection by the District Engineer, the Contractor shall remove rejected portions or items of materials, articles, or Work to a satisfactory distance from the vicinity of accepted items and shall replace them.
- D. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

1.10 FINAL INSPECTIONS AND ACCEPTANCE

- A. Final inspections for acceptance of materials, articles, equipment, and Work will be made at the completion of all Work.
- B. A minimum of 10 work days prior to the estimated completion of Work, the Contractor shall notify the District Engineer in writing of the pending completion of Work. The Contractor shall include with the "Application for Acceptance of Work" a complete list of Work items remaining to be completed.
- C. On or about the Contractor's estimated completion date, the District Engineer will make a thorough inspection of all Work. Defects or deficiencies noted during this inspection will be reported to the Contractor in writing.
- D. The Contractor shall notify the District Engineer in writing when all items on the defect and deficiency list are corrected. The District Engineer will make a thorough final inspection of Work.
- E. If the District Engineer determines the Work to be complete, it will be accepted. If defects or deficiencies are noted during this inspection, they will be reported in writing to the Contractor. When the Contractor notifies the District Engineer of the correction of these items, another final inspection will be scheduled.
- F. If, in the District Engineer's judgment, all Work has been completed and is ready for acceptance the District Engineer will generate a Notice of Completion for recording the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01400

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for the construction facilities and temporary controls to be provided and maintained by the Contractor.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.
- B. The Contractor shall submit drawings showing the methods of temporary support and protection, along with calculations for any of support structures of pipelines, utilities, temporary shoring, and structures to remain in place or whose initial or subsequent alignment will be temporarily changed during construction.

1.03 CONTRACTOR'S WORK AND STORAGE YARD AREA

- A. The Contractor shall provide, at their own expense, a storage area, approved by the District Engineer, at the tank site for storage and staging all materials and equipment.
- B. The Contractor shall locate offices, employee parking, storehouses, and storage areas for materials and equipment in the work and storage area.
- C. The Contractor shall be responsible for the care of materials and equipment stored in the work and storage yard areas, and for the proper maintenance of fencing and structures.
- D. Construction equipment shall not be stored at the work and storage area before its actual use on the Work nor for more than 5 work days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the District Engineer.
- E. Construction materials shall not be stored in streets, roads, or highways.
- F. Construction materials and equipment shall be stored in currently developed or disturbed areas outside of sensitive vegetation communities. Sensitive vegetation communities to avoid include annual grassland, chamise chaparral, coastal sage scrub, open water, southern mixed chaparral, and southern willow scrub.
- G. If the Contractor requires work and storage area in addition to that shown on the Drawings, the Contractor shall propose additional location(s) to the District

Engineer for approval. Consideration shall be based on SLVWD's operational activities and avoidance of sensitive vegetation.

1.04 SURFACE AND STORM WATER CONTROL

- A. The Contractor shall conform to the applicable requirements of the Santa Cruz County Code, Chapter 16, Environmental and Resource Protection.
- B. The Contractor shall divert or otherwise control surface water and waters flowing from existing projects or structures from coming onto its work areas. The method of diversions or control shall be adequate to ensure the safety of stored materials and of personnel using these areas. Following completion of Work under the Contract, ditches, dikes, or other ground alterations made by the Contractor shall be removed and the ground surfaces shall be returned to their former condition, or as near as practicable, in SLVWD's opinion.
- C. Surface and storm water that enters the Contractor's work area shall be controlled, treated, and disposed in a lawful manner.
- D. The Contractor shall conform to the applicable requirements of the California Regional Water Quality Control Board for Discharges of Hydrostatic Test Water and Potable Water to Surface Waters and Storm Drains or Other Conveyance Systems.
- E. Water drained from pipelines and water used for flushing during cleaning operations shall be piped or conveyed into local drainage inlet catch basins, or storm drains where practical. Water will be allowed to flow in the street only in areas where drainage facilities do not exist and only under approved energy dissipation measures. The Contractor shall obtain a discharge permit from the Regional Water Quality Control Board (RWQCB), Central Coast Region, for discharge of water. Water shall be dechlorinated in accordance with RWQCB permit requirements.

1.05 FIRE PROTECTION AND PREVENTION

- A. All parts of the Work shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, and other equipment required by local jurisdictions shall be provided for fighting fires.
- B. The exhaust pipes of internal combustion engines used in the Work shall be equipped with approved spark arresters.

1.06 DUST CONTROL

- A. The Contractor shall provide effective measures to prevent operations from producing dust in amounts damaging to personnel, property, SLVWD operations, plants, or animals, and to prevent causing a nuisance to persons living or occupying buildings in the vicinity.
- B. Areas used by the Contractor for construction roads or other purposes in

connection with the Work shall be given an approved dust inhibiting surface treatment to avoid production of dust. This surface condition shall be continuously maintained during the entire construction period. The Contractor's construction facilities shall be operated in a manner ensuring minimum dust production.

- C. Trucks transporting soil, or cement, or debris shall be covered to suppress the dispersion of dust.
- D. During construction operations the Contractor shall take each of the following actions to reduce fugitive dust emissions:
 - 1. Replace ground cover in disturbed areas as quickly as possible.
 - 2. Enclose, cover, water daily or apply non-toxic soil binders according to manufacturers' specifications, to exposed piles (i.e., gravel, sand, dirt) with five percent or greater silt content.
 - 3. Water active sites at least twice daily.
 - 4. All trucks hauling dirt, sand, soil, or other loose material are to be covered or should maintain at least two feet of freeboard (i.e., minimum vertical distance between top of the load and the top of the trailer) in accordance with requirements of CVC Section 23114.
 - 5. Apply water three times daily along unpaved roads or apply non-toxic soil stabilizers according to manufacturers' specifications to all unpaved staging areas and unpaved road surfaces.
 - 6. Traffic speeds on all unpaved roads to be reduced to 15 miles per hour or less.

1.08 AIR POLLUTION CONTROL

- A. The Contractor shall not discharge smoke, dust, or other air contaminants into the atmosphere in a quantity as will violate the regulations of any legally constituted authority.
- B. The Contractor shall maintain equipment in proper mechanical adjustment to minimize the volume of exhaust emissions.

1.09 WATER POLLUTION CONTROL

- A. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule his operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

1.10 NOISE CONTROL

- A. The Contractor shall conduct operations to abate noise wherever possible and to minimize noise where complete abatement is not possible. The Work shall be carried on as quietly as possible to prevent possible annoyance to adjacent residential property. Unnecessary noise shall be avoided at all times.
- B. The Contractor shall maintain all construction vehicles and equipment in proper working order for the duration of the construction activities.
- C. All equipment shall have effective muffling/silencing devices in good working order.
- D. The Contractor shall restrict work hours to the requirements of SLVWD and permits for each jurisdiction, whichever is more stringent.
- E. The Contractor shall comply with the noise requirements of any jurisdictional agencies. Particular consideration shall be given to allowable working hours.

1.11 ENVIRONMENTAL NOISE CONTROL

- A. Portions of the project may be in or adjacent to coastal sage scrub, which is habitat for the federally listed threatened California gnatcatcher; and eucalyptus woodland, which is habitat for a variety of raptors and nesting songbirds.
- B. The Contractor shall provide noise control provisions during the breeding seasons and in accordance with the provisions below. SLVWD will conduct nesting surveys and monitor noise levels.

1.12 PROTECTION OF NEW AND EXISTING IMPROVEMENTS

- A. The general locations of existing utility installations shown on the Drawings are those that are known to exist, but this listing shall not be construed as a complete listing.

The Contractor shall be responsible for the safeguarding of all utilities. At least 2 work days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of substructures. The Contractor shall immediately notify the District Engineer and the utility owner if the Contractor disturbs, disconnects, or damages any utility or substructure.

- C. Where existing piping, utilities, and structures are to remain in place, these facilities shall be temporarily supported and protected until the Work has been completed, and compacted backfill has been placed to fully support said improvements. Facilities adjacent to the Work shall be protected in place when excavating in their vicinity. The support system shall prevent movement, dislocation, and deflection of the piping, utilities, and structures at all times. Supports and protection shall be designed, stamped, and signed by a civil engineer currently registered in the State of California and shall be acceptable to

the owner of the improvement.

- D. The Contractor shall pothole to determine depth and location of existing pipelines and utilities underground. The Contractor shall determine clearance for aboveground utilities. The Contractor shall be responsible for coordinating the potholing with SLVWD. No extension of time or additional compensation will be made for delays caused by the failure of the Contractor to complete the potholing in a timely manner.
- E. The Contractor shall provide a typed pothole report. The report shall include a separate line item for each potholed utility identifying the utility, the utility size, the utility depth and the exact station of the potholed utility based on the stationing of the surveyed pipeline alignment.
- F. All costs incurred in exposing and locating the existing utilities including all labor, tools, equipment for excavation, backfill, and restoring existing surface improvements, shall be included in the bid price. The Contractor shall bear the cost of repairing or replacing any existing utility damaged by potholing work.
- G. Except as otherwise specified, the pipelines and utilities whose initial or subsequent alignment will be temporarily changed during construction shall be supported and maintained in operation throughout the Work period.
- H. The Contractor shall cover and protect finished surfaces of new or existing improvements with plywood, falsework, or other protective temporary works, as necessary.

1.13 RESTORATION OF IMPROVEMENTS

- A. Upon completion of the Work, the Contractor shall reconstruct existing roads to a condition equivalent to that which existed before the start of Work.
- B. The Contractor shall broom clean paved surfaces; rake clean other surfaces or grounds.

1.14 SECURITY

- A. The Contractor shall prevent unauthorized personnel or vehicular entry into the Project site.
- B. The Contractor shall be responsible for providing security within the Work site as the Contractor deems necessary for the protection of its own equipment, materials, or Work from vandalism or theft. SLVWD will not be responsible for theft or damage to the Contractor's equipment, materials, or Work.

1.15 CLEAN UP

- A. During all phases of construction, including suspensions of Work, and until final acceptance of Work, the Contractor shall keep the site clean and free from rubbish and debris and shall promptly remove from any portion of the site, or from property adjacent to the site, all unused materials, surplus earth and debris. The Contractor

shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from the District Engineer prior to disposing of any surplus materials, waste products, debris, etc. on private property, and shall obtain the approval of the District Engineer prior to such disposal.

- B. After completion of all Work, and before making application for acceptance of the Work, the Contractor shall clean the site of their operations, including all areas under the control of the District Engineer that have been used by the Contractor in connection with the Work, and shall remove all debris, surplus material, and equipment, and all temporary construction or facilities of whatever nature, unless otherwise approved by the District Engineer. Final acceptance of the Work by SLVWD will be withheld until the Contractor has satisfactorily complied with the foregoing as well as the following requirements for final cleanup of the project area.
- C. If the Contractor fails to maintain the premises in a neat and clean condition or fails to remove and dispose of rubbish or materials at the completion of the Project, the areas may be cleaned and materials, equipment, and rubbish may be removed and disposed of by the District Engineer at the Contractor's expense.
- D. Surplus and all material removed which is not suitable for reuse in this Project shall be disposed of by the Contractor in a manner and at a location meeting the regulations of any legally constituted authorities.
- E. The Contractor will not be permitted to use SLVWD trash bins for disposal of trash or rubbish. The Contractor shall provide containers for collection and disposal of waste materials, debris and rubbish.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01500

SECTION 01505

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for the Contractor's mobilization and demobilization.

1.02 MOBILIZATION

- A. Mobilization shall include moving onto the site; payment for bonds, ordering major equipment; furnishing construction equipment; and furnishing and erecting plants, temporary buildings, and other construction facilities for the performance and completion of the Work.
- B. Mobilization shall include the acquisition of all permits; moving onto the site of all equipment, and other construction facilities, all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:
 - 1. Installing temporary construction power, wiring, and lighting facilities.
 - 2. Developing construction water supply, as required.
 - 3. Providing all on-site communication facilities, including telephones and radios for Contractor personnel.
 - 4. Providing on-site sanitary facilities and potable water facilities for Contractor personnel.
 - 5. Arranging for erection of Contractor's storage yard, as required.
 - 6. Obtaining all required permits.
 - 7. Payment of bonds.
 - 8. Obtaining all OSHA required notices and establishment of safety programs.
 - 9. Ordering major equipment.
 - 10. Submitting initial submittals.
 - 11. Other construction facilities for the performance and completion of the

Work.

Prior to commencement of any on-site Work, the Contractor shall submit a Construction Facilities Plan to the District Engineer for approval. Construction Facilities Plan shall show the layout, equipment, materials, and procedures that Contractor proposes for construction of temporary electrical, telephone, lighting, water, sanitation, field offices, sheds, and other similar site facilities.

- D. The Contractor's construction facilities shall be of a temporary nature. The Contractor at all times, shall be wholly responsible for the security of storage and staging area(s), lay down area(s), and for all materials, equipment, and tools.

1.03 DEMOBILIZATION

- A. Demobilization shall include moving off the site; disassembling and removing construction plant, equipment, temporary buildings, and other construction facilities; and cleanup of the site.

1.04 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

- A. As soon as practicable after receipt of the Notice to Proceed, the Contractor shall submit a breakdown showing the relative value of each major component of mobilization and demobilization, including furnishing bonds, where the total of all these values is equal to the amounts stated on the Bid Schedule. This breakdown, when approved by the District Engineer, shall be the basis for determination of percentage completion and progress payments for mobilization and demobilization.
- B. Progress payments for mobilization and demobilization will be made on a percentage completion basis of the amounts stated on the Bid Schedule.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01505

SECTION 01510

TEMPORARY UTILITIES AND SERVICES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for temporary utilities and services to be provided by the Contractor.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specification Section 01300, Submittals, and the following special provisions provided herein.
- B. The Contractor shall prepare a plot plan drawing showing temporary utility layouts and a single line diagram of the temporary construction power system. Temporary utility layouts and services shall be submitted to the District Engineer for review and approval.
- C. The Contractor shall obtain and pay for all permits for temporary utilities and shall submit one copy of each permit to the District Engineer.

1.03 WATER

- A. The Contractor shall arrange for all necessary water required for construction of the Work. The Contractor shall not make connection to, or draw water from any on-site or off-site fire hydrant without first obtaining permission from the District Engineer.
- B. SLVWD will furnish reasonable quantities of water for use in construction to the Contractor at locations designated by the District Engineer and under the following terms and conditions:
 - 1. The Contractor shall conserve water supplies and shall install SLVWD provided water meters to provide the District Engineer with records of the volume of water used. Undue waste of water will be reason for the District Engineer to close these sources to further use by the Contractor.
 - 2. The method of pumping and the capacity and condition of pumps used by the Contractor shall be subject to the District Engineer approval.
 - 3. The water source(s) to be designated by SLVWD.
- C. The Contractor shall be solely responsible for the adequate functioning of water supply systems and shall be solely liable for claims or damage resulting from its use.

- D. The Contractor shall provide and operate pumping plants, pipelines, valves, hydrants, storage tanks, and other equipment necessary to store and convey an adequate supply of water from the source to each work area. The design of the storage and conveyance system shall include consideration of the Contractor's plan for fire protection. A reduced- pressure-principle backflow prevention device shall be installed by the Contractor at each connection point of the Contractor's water supply system to the source. The backflow prevention device shall be tested by a certified backflow prevention device assembly tester, and a copy of the report shall be provided to the District Engineer.
- E. Treated and untreated water supply outlets shall be labeled in accordance with applicable laws and regulations.

1.04 ELECTRICITY

- A. The Contractor shall provide the power required for their operations. The Contractor shall provide and maintain, in good order, power equipment and installations to perform the Work.
- B. When Work is permitted to be conducted at night or under conditions of deficient light, the work area shall be suitably lighted to afford adequate illumination for performance and inspection of the Work. Lighting for construction activities shall be directed away from residential areas, public highways, and roads. The Contractor shall be responsible for all construction lighting.
- C. Construction electrical wiring and equipment shall be in accordance with CCR Title 8 and NEC. All temporary connections for electricity shall be subject to the approval of the District Engineer and PG&E representative, and shall be removed in the like manner at the Contractor's expense prior to final acceptance of the Work.

1.05 TELEPHONE

- A. The Contractor shall provide and maintain the telephone equipment and service required for its operations. At all times during the progress of the Work, not less than one telephone shall be maintained in good order. If the Contractor elects to provide wireless telephone service, the area code of the wireless service shall be the same as the area code where the project is located.
- B. The Contractor shall provide and maintain the telephone and Internet equipment in SLVWD's field office as specified in Section 01590, Field Offices.

1.06 SANITATION

- A. The Contractor shall provide and maintain sanitary conveniences for the use of all persons employed on the Project. Sanitation facilities shall be in sufficient number and at such places as ordered or approved by the District Engineer and shall be in accordance with CCR Title 8.
 - 1. Enclosed fixed or portable chemical toilets shall be provided wherever

needed for the use of employees.

2. Washing facilities shall be provided wherever needed for the use of employees.
- B. Sanitary fixtures, receptacles, toilet rooms, washrooms, and lavatories shall be kept clean and shall be frequently disinfected. The cleaning and disinfection of sanitary conveniences shall not be less than twice a week.
- C. The Contractor shall provide for their employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.
- D. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the State Department of Health or other authorities having jurisdiction.
- E. The District Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions at the site and the Contractor shall enforce observance of the same by his employees and the employees of the subcontractors, and if the Contractor fails to enforce these rules and regulations, the District Engineer shall have the authority to enforce them.
- F. Wastewater shall not be interrupted. Should the Contractor disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

1.07 OTHER UTILITIES

- A. The Contractor shall provide and maintain all other utilities required for its operations under the Contract.

1.08 REMOVAL OF TEMPORARY UTILITIES

- A. Before final acceptance of the Work on the Project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the District Engineer.
- B. The Contractor shall remove the Contractor's field office promptly upon written direction from the District Engineer. Utility services shall be disconnected and capped. The area shall be restored, clean and free of any evidence of scarred landscape or damage to the surrounding vegetation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01510

SECTION 01530

SECURITY

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for the Contractor's security provisions.

1.02 GENERAL

- A. The Contractor shall safeguard all Work, materials, equipment and property from loss, theft, damage, and vandalism. Contractors' duty to safely guard property shall include SLVWD's property and other private property from injury or loss in connection with the performance of the Work.
- B. The Contractor shall employ watchmen, as needed, to provide the required security and prevent unauthorized entry.
- C. The Contractor shall make no claim against SLVWD for damage resulting from trespassing, vandalism, or theft.
- D. The Contractor shall be responsible for security and shall be liable for damage to SLVWD property and damage to other parties, arising from failure to provide adequate security.
- E. If existing fencing or barriers are breached or removed for purposes of construction, the Contractor shall provide and maintain temporary security fencing equal to the existing in a manner satisfactory to the District Engineer.
- F. Security measures taken by the Contractor shall be at least equal to those usually provided by SLVWD to protect the existing facilities during normal operation.
- G. A security program shall be maintained throughout construction until final acceptance of the Work.

1.03 CONTRACTOR'S ACCESS TO THE SITE

- A. Access to the site for Contractor's employees, material, tools, and equipment shall be as directed by the District Engineer.
- B. The Contractor shall ensure that each of its employees, representatives, material suppliers and others acting for the Contractor shall be subject to the following:
 - 1. Contractor employees shall park personal vehicles only in the Contractor designated parking area(s) identified by the District Engineer. The Contractor shall prepare and maintain this area as required.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01530

SECTION 01540

LOAD RESTRICTIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for load restrictions during construction activities.

1.02 REFERENCES

- A. The publications and standards referenced herein form a part of this Specification.
- B. When a date is given for reference standards, that edition shall be used. Where no date is given, the latest edition shall be used.

1.03 SUBMITTALS

- A. Submittals shall be made in accordance with Specification Section 01300, Submittals, and the following special provisions provided herein.
- B. Specifications for equipment to be used at existing or newly constructed pipelines, utilities, and structures shall be submitted to and approved by the District Engineer before use.
- C. If the Contractor desires to exceed the specified load restrictions, the Contractor shall submit the request to the District Engineer for approval. The Contractor shall provide supporting technical data and engineering calculations prepared, stamped, and signed by a civil engineer currently registered in the State of California.
- D. The Contractor shall provide design of all temporary supports in accordance with Section 01500, Construction Facilities and Temporary Controls. The Contractor shall not exceed the specified load restrictions until the District Engineer has reviewed and approved the request.

1.04 LOADING

- A. The Contractor shall use caution in performing the Work and shall use methods that avoid the imposition of heavy loads and surcharges on new or existing pipelines, utilities, and structures
 - 1. Loads shall not be placed upon or against recently completed concrete structures until the concrete has attained full design strength.
 - 2. The Contractor shall furnish shoring and bracing that is required to prevent collapse, deflection, deformation, or other damage to structures, conduits, or pipelines during construction or backfill operations

- B. Excavation and backfill in the vicinity of existing piping, utilities, and structures shall be performed only by methods and with equipment approved by the District Engineer.

1. Pipeline and Utilities Load Restrictions

- a. Within a lateral distance from the outside edge of a pipeline or utility that is equal to the depth from the ground surface to the invert of the pipe, loads imposed by the construction work or equipment shall be governed by the restrictions shown below.

Height of Fill Over Pipe	Maximum Loading
≤ 2 feet	Hand-guided equipment
2 feet – 4 feet incl.	Tractor equipment to 25,000 lbs
4 feet – 5feet incl.	AASHTO H-20
> 5 feet	Cat 633E

- b. For crossings, vehicle path shall be maintained in a smooth condition with no breaks in grade for 3 vehicle lengths on each side of the pipeline.

2. Structure Load Restrictions: For backfill on new structures, or for excavations adjacent to existing structures, loads imposed on structures by construction work or equipment adjacent to backfilled or partially backfilled structures shall not exceed AASHTO H-20 loading. Load restrictions shall be limited to those areas within a lateral distance from the outside face of buried structures equal to the backfill depth

1.05 DAMAGE

- A. The Contractor shall be liable for all damage caused by excessive loads and shall repair or restore damaged facilities at no additional cost to SLVWD.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01540

SECTION 01550

ACCESS, PARKING, AND TRAFFIC

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for the Contractor's site access, parking and traffic controls.

1.02 REFERENCES

- A. The publications and standards referenced herein form a part of this Specification.
- B. When a date is given for reference standards, that edition shall be used. Where no date is given, the latest edition shall be used.

1.03 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.
- B. The Contractor shall submit a copy of haul route permit.

1.04 ACCESS TO THE WORK SITE

- A. Primary access to the site shall be via Madrone Drive. No cross-country access is allowed.
- B. The Contractor shall coordinate with the District Engineer to determine appropriate routing of vehicles and personnel to and from the Project.
- C. In case of need to enter the site after normal working hours, access shall be arranged in advance with the District Engineer.
- D. The Contractor shall confine its activities and operations within the work area shown on the Drawings except as otherwise permitted by the District Engineer.
- E. Site access and material delivery traffic shall consider school bus routes and pick-up /drop-off time of day to minimize impacts.
- F. All truck staging areas shall be on site and coordinated by the Contractor. No truck staging will be permitted on public streets.

1.05 TRAFFIC CONTROL

- A. The Contractor shall be responsible for the safe movement of vehicular traffic to and from the site, including traffic control measures required to ensure safe passage of vehicles and equipment and delivery of materials.
- B. Traffic control shall be in accordance with CCR Title 8.
 - 1. At least (1) flagman shall be provided at each intersection during periods when the Contractor's vehicular activity may conflict with other traffic along roads.
 - 2. The flagman shall ensure that the right-of-way is granted to loaded vehicles and shall provide for safety of all users of the road.
- C. Traffic control and signage shall be in accordance with Manual of Traffic Controls for Construction and Maintenance Work Zones.

1.06 HAUL ROUTES

- A. If a permit is required by local authorities for off-site hauling of materials or material deliveries, the Contractor shall prepare the truck-routing plan, obtain the permit, and submit a copy of the permit to the District Engineer before construction begins.
- B. The plan shall include provisions for cleaning debris and sediment from the truck route.
- C. Consideration shall be given to weight restrictions on all roads.
- D. The Contractor shall obtain approval of the local authority for construction signage along the haul route to notify the public of the potential for delays.
- E. The Contractor shall inform the District Engineer and local authorities when hauling operations are to begin and end.

1.07 ACCESS ROADS

- A. Throughout the entire Contract period, the Contractor shall share access roads, both those constructed by the Contractor or otherwise provided for Contractor's use, with SLVWD and other contractors whose work is adjacent to the Contractor's Work.
 - 1. Coordination with other contractors shall be the responsibility of the Contractor. In case of conflicts or disputes, the District Engineer's decision will be final.
 - 2. The Contractor shall be responsible for the maintenance and upkeep of access roads.
 - 3. The Contractor shall provide dust control on access roads used in the

Contractor's operations and on those roads subject to dust because of conditions created by the Work.

- a. Roads shall be sprayed by water truck at least daily or more frequently during actual haul operations.
 - b. Once per week, or more frequently if necessary, the Contractor shall provide a sweeper to maintain existing SLVWD roads.
4. If on-site paved access roads become damaged during the Work, the Contractor shall promptly repair them with equivalent surfacing.

1.08 PUBLIC & PRIVATE ROADS

- A. The Contractor shall be responsible for repairs to all damaged induced to public or private roads as a result of performing the Work and at no additional cost to SLVWD.
- B. Repairs to damaged public or private roads shall be performed in accordance with local jurisdictional public works standards.
- C. Prior to the start of Work, the Contractor shall document the conditions of all public and private roads to be used for site access. Documentation shall include videos and/or photos. Site access existing conditions shall be documented, at a minimum, from the gate on Madrone Drive to the site.

1.09 PARKING

- A. On-site parking areas for Contractor personnel shall be limited to the Contractor's storage and staging area and any additional areas shown on the Drawings.
 1. Parking areas required in excess of those areas shown shall be developed by the Contractor, off-site, at the Contractor's expense.
 2. The Contractor shall provide transportation for personnel from parking areas to the Work areas.
 3. At the Contractor's option, the Contractor's personnel may park in the area designated for Contractor storage.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01550

SECTION 01560

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.01 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.

1.02 EXPLOSIVES AND BLASTING

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

1.03 AIR QUALITY

- A. General: The Contractor shall not create significant direct air quality impacts during the performance of the Work. The Contractor shall take corrective measures, as required by the District Engineer, to prevent significant air quality impacts during the work period.
- B. Dust Control: 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 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 damage resulting from any dust originating from its operations. The Contractor shall provide adequate watering or other dust control measures to control dust on the work site. Dust control shall prevent fugitive dust from leaving the work area. Dust control or ground cover on graded areas left exposed for more than 90 days shall be provided by the Contractor. If necessary, the Contractor shall wash or sweep the adjacent access roads on the construction site to keep adjoining public roads clean.

1.04 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 provide sufficient dumpsters and trash containers for collection 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, at least weekly, for collection and disposal of such materials and waste. The Contractor shall also keep all 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. The Contractor shall not dispose of rubbish or debris into storm drains or stream channels.

1.05 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 regular 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 District Engineer and in accordance with all laws and regulations pertaining thereto.

1.06 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 be stored in accordance with the manufacturer's instructions. The Contractor shall maintain copies of Material Safety Data Sheets for all chemicals used or furnished by the Contractor. 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 precipitation and surface water flows due to precipitation or flows from adjacent areas. If precipitation or surface water flows contact the chemicals or the storage containers, the Contractor shall notify the District 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 SLVWD. If spills occur in the containment area, the Contractor shall immediately notify the District Engineer and shall 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.
- C. All chemicals shall be stored, handled, and used in compliance with the appropriate regulatory agency requirements.

1.07 HAZARDOUS MATERIALS

- A. The Contractor shall collect waste oil, used oil filters, other waste petroleum materials, and any other Contractor generated hazardous materials. Remove and legally dispose of all waste petroleum products and any other Contractor

generated hazardous materials at suitable disposal facilities off of the job site at the Contractor's expense.

- B. On site temporary fuel storage facilities shall be constructed to comply with current regulations. Such facilities shall be diked to contain any fuel spills. Fuel tanks shall be properly grounded.
- C. The Contractor shall park construction vehicles in locations designated by the District Engineer.

1.08 EROSION AND SEDIMENT CONTROL

- A. The Contractor shall implement effective wind erosion control and provide effective soil cover for inactive areas and all finished slopes, open space, utility backfill, and completed areas. Inactive areas of construction are areas of construction activity that have been disturbed and are not scheduled to be re-disturbed for at least 14 days.
- B. The Contractor shall limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist. Where plastic materials are deemed necessary, the Contractor shall consider the use of plastic materials resistant to solar degradation.
- C. The Contractor shall establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from the site.
- D. The Contractor shall effectively manage all run-on, all runoff within the site and all runoff that discharges off the site. Run-on from offsite shall be directed away from all disturbed areas.

1.09 CULTURAL RESOURCES

- A. The Contractor's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and 36 CFR 800 which provides for the preservation of potential historical architectural, archaeological, or cultural resources (hereinafter called "cultural resources").
- B. The Contractor shall conform to the applicable requirements of the National Historic Preservation Act of 1966 as it relates to the preservation of cultural resources.
- E. In the event potential cultural resources are discovered during subsurface excavations at the site of construction, the following procedures shall be instituted:
 - 1. The Construction Manager will issue a Stop Work Order directing the Contractor to cease all construction operations at the location of such potential cultural resources find.

2. Such Stop Work Order shall be effective until such time as a qualified archaeologist can be called to assess the value of these potential cultural resources.

1.10 TRAFFIC CONTROL

- A. Work Hours: Normal work hours shall be from 8:00 a.m. to 5:00 p.m.
- B. Truck Traffic: The Contractor shall schedule truck deliveries and hauling to and from the construction site prior to 2:30 p.m. on weekdays. Truck deliveries or hauling on weekends or holidays shall require prior approval by the District Engineer.

1.11 PROGRESS CLEANING

- A. The Contractor shall maintain areas free of waste materials, debris, and rubbish. The site shall be maintained in a clean and orderly condition. Broom all concrete or other finished work areas at least once per month, prior to each progress payment request. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, shoreline areas or elsewhere, remove such material or debris and legally dispose of it during the progress of the work.
- B. Remove debris and rubbish from channels, wet wells, clarifiers, pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.12 SITE MAINTENANCE

- A. The Contractor is responsible for site maintenance in the Contractor's work area, laydown area, and in all areas impacted by the Contractor's work activities. Such site maintenance activities include but are not limited to dust control, rubbish control, fence repair, maintenance of construction access roads and parking lots, and maintenance of erosion and sediment control facilities.
- B. The District Engineer may direct the Contractor to perform site maintenance activities in other areas of the project site. The cost of such site maintenance activities in areas other than those identified in Paragraph 1.11A will be reimbursed to the Contractor in accordance with the Contract Documents.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION (Not applicable)

END OF SECTION 01560

SECTION 01610

DELIVERY, STORAGE, AND HANDLING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the delivery, storage, and handling of materials. Additional provisions may be included in specific Specification sections for individual products or materials.
- B. Materials, articles, and equipment shall be delivered, stored, and handled in accordance with these Specifications and the printed recommendations of the manufacturer; using means and methods that will prevent damage, deterioration, and loss, including theft.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.
- B. Test Reports and Certifications: Items requiring certification or mill test reports shall not be delivered or unloaded until 3 copies of the certification or mill test report have been submitted to the District Engineer.

1.03 DELIVERY

- A. Delivery shall be scheduled to minimize long-term storage at the site and to prevent overcrowding of construction spaces. Special emphasis shall be placed on ensuring minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, or other losses.
- B. Items shall be delivered to the site in the manufacturer's original sealed container or packaging system, complete with legible and intact labels and instructions for handling, protecting, storing, and unpacking. The label shall include the manufacturer's name, product name, manufacturing batch number (if appropriate), expiration date, ANSI hazard classification and ANSI handling precautions, if applicable.

1.04 STORAGE

- A. Items subject to damage by the elements shall be stored in a warehouse or within a weatherproof enclosure or wrap that has adequate ventilation to prevent condensation.
- B. Materials and equipment that are to be included in the Contractor's estimate for partial payment shall be stored in a manner that will facilitate inspection and

inventory. Items requiring periodic maintenance or inspection shall be stored in a manner that will facilitate these operations.

- C. If the District Engineer determines that satisfactory storage of an item is not being provided by the Contractor, the District Engineer may direct the Contractor to provide additional protection. If the Contractor fails to provide the additional protection, protection may be provided by the District Engineer. The cost for providing the protection may be charged to the Contractor or deducted from payment due the Contractor.
- D. Installed items shall have protection provided equivalent to that specified above, with additional regard for possible damage or loss due to continuing construction operations.

1.05 HANDLING

- A. The Contractor shall supply appropriate equipment and personnel to handle materials, articles, and equipment in a safe manner and in a manner that will not cause damage to the product, to the environment, to Work in progress, or to be completed Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01610

SECTION 01710

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section defines the overall transfer process from construction by the Contractor to operations by SLVWD. The Section defines the terms in this process, and outlines the responsibilities of the Contractor and SLVWD.
- B. Project closeout is the process that commences as the Work nears Substantial Completion. It continues through Substantial Completion, and Final Acceptance of the Work.
- C. Project closeout described herein shall be performed for the Work.

1.02 PROJECT CLOSEOUT SEQUENCE OF EVENTS

- A. The sequence of events and their description listed below represent the order of activities as the Contract proceeds from construction, through testing, Substantial Completion, and the Notice of Completion. Not all Work will proceed in this exact order. Adjustments may be made, after approval by the District Engineer for the mutual benefit of the Contractor and SLVWD. Any adjustments made in the sequence of events, to accommodate the Contractor, shall be at no additional cost to the SLVWD.
- B. Closeout Sequence of Events and Description:
 - 1. Project Closeout Deliverables: The Contractor shall provide the following:
 - a. Final Record Statement of Work in Conformance with these Specifications.
 - b.
 - c. Written guarantees and warranties, where required.
 - d. Operations and maintenance data.
 - e. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
 - 2. Pre-Final Inspection and Discrepancy List: The District Engineer will conduct a pre-final inspection of the Work prior to substantial completion. The District Engineer will prepare a discrepancy list (punch list). The discrepancy list includes items of Work which does not conform to the Contract Documents or Specifications, plus any additional items found to be missing, incomplete, damaged, incorrect, or constructed in an

unworkmanlike manner. The Contractor shall correct all items on the discrepancy list.

3. Substantial Completion: Following correction of items on the discrepancy list, and successful completion of the operation demonstration, the Contractor shall notify the District Engineer in writing that the Work is substantially complete. Refer to the Contract Documents for other requirements for Substantial Completion.
4. Final Inspection: Following written notice from the Contractor that the entire Work is complete, the District Engineer, SLVWD, the Contractor, and the Design Consultant will conduct a final inspection to verify that the Work is complete. The District Engineer will prepare a final discrepancy list of all outstanding items.
5. Final Payment: After the Contractor has completed all final discrepancy list items, and completed all other requirements, the Contractor shall submit a final application for payment to the District Engineer. The final payment application will include all necessary documentation, in addition to waivers or releases of all liens filed in connection with the Work. The Contractor shall specifically release SLVWD from any claims not specifically renewed on the final application for payment. After acceptance by the District Engineer and SLVWD, SLVWD will make final payment to the Contractor after deducting all amounts to be retained under the provisions of the Contract Documents.
6. Notice Of Completion:
 - a. Upon the completion and acceptance of Work, and the Operational Interim Period, SLVWD will file a Notice of Completion with the County Recorder to begin the 30-day stop notice filing period.
7. Release Of Retention: Not more than 35 days after filing the Notice of Completion, SLVWD will release to the Contractor all retainage, less any deductions to cover pending third party claims against SLVWD.

1.03 SUBSTANTIAL COMPLETION

- A. Substantial Completion includes compliance with the following requirements:
 1. The Contractor has substantially completed the construction of all Work in conformance with the Contract Documents and Specifications.
 2. The Contractor has installed, adjusted, and successfully tested products, equipment, and systems.
 3. The Contractor has provided and completed the following items as approved by the District Engineer.
 - a. Contract Closeout Deliverables.

b. Special Warranties.

1.04 PRE-FINAL AND FINAL INSPECTIONS

- A. Pre-final and final inspections are surveys of the Contractor's Work by the District Engineer, SLVWD, and the Design Consultant in order to create the list of incomplete or unsatisfactory items of Work.
- B. Prior to the pre-final and final inspections, the Contractor must complete the following:
 - 1. Clean equipment and fixtures by removing temporary labels, stains, dirt, and other foreign substances.
 - 2. Clean site; sweep paved areas, rake clean unpaved surfaces.
 - 3. Remove waste and surplus materials, rubbish, fencing, equipment, temporary utilities, and construction facilities from the site.
 - 4. Repair all areas damaged during the course of the Contractor performing the Work. Damaged areas shall be repaired to a condition equal to or better than Work was performed.
- C. The discrepancy lists will include all items of Work found to be unsatisfactory, missing, incomplete, damaged, incorrect, or improperly installed or constructed. Prior to Final Acceptance the Contractor shall correct the discrepancy list items by re-work, modification, or replacement, at the option of the District Engineer and at no additional cost to SLVWD. The District Engineer will re-inspect discrepancy list items upon written notice by the Contractor that discrepancy list items are complete.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 CLEANUP

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

END OF SECTION 01710

SECTION 01720

RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes requirements for the Contractor to provide record documents at the completion of Work.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.

1.03 REQUIREMENTS

- A. Upon completion of the work on the tank, a comprehensive narrative and photographic report ("Record Documents") shall be provided to the District that depicts all equipment, methods and procedures used in the satisfactory completion of this work. Before and after photographs shall be included along with in process photographic documentation.
- B. Comprehensive photographic and narrative reports shall also be provided to the District upon completion of the 11-month warranty inspection.
- C. Record documents shall be available to the District Engineer at all times. Final payment by SLVWD shall not be made until the marked up record documents are delivered to and approved by the District Engineer.

1.04 MAINTENANCE OF DOCUMENTS

- A. The Record Documents shall be updated by the Contractor with as-constructed record information. The District Engineer will review the accuracy and verify the on- going documentation at a minimum on a monthly basis and in conjunction with the Contractor's partial payment application. The progress and completeness of Record Documents shall be a pre-condition of the partial payment application approval.
- B. The following shall be maintained in the Contractor's field office in clean, dry, legible condition and shall be consider part of the Record Documents:
 - 1. Specifications
 - 2. Addenda
 - 3. Approved Shop Drawings and Submittals
 - 4. Samples
 - 5. Photographs
 - 6. Change Orders

7. Other Modifications of to the Contract
 8. Test records
 9. Survey data
 10. Field Orders
 11. All other documents pertinent to Contractor's Work
- C. Documents shall be available at all times for inspection by the District Engineer.
- D. Record documents shall not be used for any other purpose and shall not be removed from the Contractor's field office.
- E. The Contractor may submit additional sheets up to 24-inch x 36-inch detailing record Work as approved by the District Engineer.
- F. The Contractor shall not conceal any Work until the required Record Drawing information has been recorded by the Contractor. The District Engineer may direct the Contractor to expose concealed Work if Work was not recorded on the Record Drawings.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION - (Not Used)

END OF SECTION 01720

SECTION 01730

OPERATIONS AND MAINTENANCE DATA AND MANUALS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for Contractor provided operations and maintenance data and manuals.

1.02 SUBMITTALS

- A. Submittals shall be made in accordance with Specifications Section 01300, Submittals, and the following special provisions provided herein.
- B. Technical Documents
 - 1. Two complete sets of Technical Documents shall be submitted in draft form to the District Engineer not later than the date of the Contractor's partial payment estimate that indicates the project is 75% or more complete.
 - 2. After the draft Technical Documents have been approved by the District Engineer, (10) complete sets of the Technical Documents shall be submitted in final form to the District Engineer not later than the 90% of construction completion point.
 - 3. Failure to submit the draft Technical Documents by the 75% construction completion point or failure to have the manuals complete in final form by the 90% completion point shall be sufficient justification for the District Engineer to find the Contractor has failed to comply with the intent of the Contract and to therefore reduce partial payment estimates in accordance with the Payment Schedule.

1.03 FORMAT OF DOCUMENTS

- A. The set of manuals to be provided shall be for the Project as a whole. Manuals shall be organized into volumes of manageable size that can be readily transported by hand.
- B. Form of Manuals
 - 1. Binding and Labeling

Binders for each manual shall be heavy-duty, 3-ring, loose-leaf and shall have dimensions necessary to accommodate contents and 8½-inch by 11- inch paper. The binder spine shall have a clear plastic sleeve to insert binder titles or other identifying information.

- b. When 2 or more binders are necessary, each binder shall be clearly identified with a volume number. Each binder shall be identified on the front and spine with the typed or printed title, "Operations and Maintenance Manual," together with the Project title or name.
 - c. Dividers with tabs shall be provided for each section. Each tab shall be marked with the section number and title.
 - d. Clear plastic pocket sheets shall be provided to receive small items or large folded drawings.
 - e. Software diskettes included with the manuals shall have protective transparent plastic jackets specifically designed to enclose and protect the diskettes.
- 2. Text Material: When written material is required as part of the manual, the manufacturer's standard printed material may be used, or typewritten text shall be printed on 8½-inch by 11-inch white bond paper.
- 3. Drawings: When practical, drawings required as part of the manual shall be bound with the text. Punched holes on drawings shall be reinforced to prevent tearing.
 - a. When oversize drawings are necessary, the drawings shall be folded to 8½-inch by 11 inch and used as foldouts. Foldouts shall be inserted in the 3-ring binder together with text pages.
 - b. If a drawing is too large to be used as a foldout, the drawing shall be neatly folded and placed in a clear plastic pocket and collated as closely as possible with the related text. A reference indicating the drawing title, description of contents, and drawing location shall be inserted at the appropriate location in the text of the manual. A label indicating the drawing number and title shall be affixed to the plastic pocket.

1.04 OPERATIONS AND MAINTENANCE MANUALS

- A. Operations and Maintenance Manuals shall be provided for all operations apparatus and equipment furnished under this Contract. Operations and maintenance manuals shall include the contents identified herein and the information required by the individual Specification sections.
- B. Manuals shall contain full information for each item of equipment including instructions for installation, start-up, operation, inspection and maintenance, lubrication schedules, parts lists, control or power circuitry, and other pertinent data as applicable. If literature covers more than one model, the Contractor shall neatly identify appropriate provisions.
- C. Manuals shall include:
 - 1. Title Page: A title page with the following information shall be provided as the first sheet of each manual or each volume of a multi-volume manual.
 - a. Project title and site name

- b. Name and address of project site
 - c. Date of submittal
 - d. Name, address, and telephone number of the Contractor
 - e. Name, address, and telephone number of the manufacturer's representative
 - f. Cross-reference to related systems in other operations and maintenance manuals or sections within the same manual
2. Table of Contents
- a. After the title page, a table of contents shall be included for each volume.
 - b. Where more than one volume is required to accommodate the data for a particular system, a summarized table of contents for all volumes shall be provided in each volume of the set.
3. General Information: A general information section shall be provided immediately following the table of contents, with a list, by product name, of each product included in the manual. Under each product, the name, address, and telephone number shall be listed for the subcontractor or installer.
4. Contents of the Manual: In each manual, the following information shall be included for each major component of the equipment and controls.
- a. List of all coating products or systems furnished for project with names, addresses, contact persons and telephone numbers of manufacturer.
 - b. General coating system description
 - c. Coating system identification, including:
 - (1) Name of manufacturer
 - (2) Product identification numbers
 - (3) Serial number of each component
 - d. Operation instructions. These instructions shall include equipment manufacturer's recommended step-by-step procedures for maintenance of coatings, both interior and exterior to the tank.
 - e. Inspection and test procedures for interior and exterior coating systems.
 - f. Special tools, accessories, or instrumentation needed for proper inspection or servicing of the coatings.
 - g. Preventive maintenance procedures and schedules.

- h. Repair instructions for damage to coatings.
- 5. Product Data: Where manufacturer's standard printed data is included in the manuals, only the sheets that are pertinent to the part or product installed shall be inserted. Each sheet shall be marked to identify the part or product included in the installation. Where more than one item is included in a tabular format, each item shall be identified using appropriate references from the contract documents. Data that is applicable to the installation shall be identified, and references to information that is not applicable shall be deleted or clearly marked out.
- 6. The text shall be organized in a consistent format under separate headings for different procedures. A logical sequence of instructions shall be provided for each operations and maintenance procedure.
- 7. Warranties and Service Contracts: When the Specifications require a separate warranty or service contract for a particular portion of the project, a copy of the warranty or service contract shall be included in the manual. The warranties coating system components shall be listed and terms and conditions described. Servicing and safety precautions prescribed by the manufacturer to keep warranties in force shall be described. Written procedures to be followed in the event of product failure shall be provided. Circumstances and conditions that affect validity of the warranty or bond shall be included.

1.05 INSTRUCTION OF SLVWD PERSONNEL

- A. Instruction of SLVWD personnel shall be provided when required by specific Specification sections. Instruction shall include both classroom instruction and instruction at the site, as needed. Instruction shall cover all facets of maintenance, inspection, and repair of all coating systems provided as part of the Work.
- B. The location of the instruction shall be as defined in the specific Specification section.
- C. Instruction shall be scheduled at mutually agreed times. When the length of the instruction is specified as a certain number of days, the instructor shall be available to provide instruction and discuss the equipment with SLVWD personnel for a full 8 hours of each instruction day.
- D. Data available from the manufacturer shall be used for instruction. Handout copies shall be provided.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01740

GUARANTEE AND WARRANTY

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes provisions for Contractor's guarantee and warranty for Work performed.
- B. Additional provisions may be included in specific specification sections for individual products or materials.

1.02 GUARANTEE AND WARRANTY REQUIREMENTS

- A. The Contractor shall warrant and guarantee that the entire Work constructed under the Contract fully meets all requirements of the Contract, and material furnished by Contractor shall be new and of specified quality, shall be free from defects, shall conform to the Contract Documents and Specifications, and will be free from any security interest, lien or other encumbrances.
- B. The Contractor shall further warrant and guarantee that all Work, including materials, articles, and equipment furnished by the Contractor under the Contract, shall be free of deficiencies and defects for the guarantee period of 1 year, unless otherwise specified in specific Specification sections, after the date of the recording of the Notice of Completion, unless otherwise specified in the Contract. Any defective Work corrected during the warranty period shall be similarly warranted for 1 year following its corrections, or for such other period as specified in the Contract.
- C. The Contractor shall further warrant and guarantee to make or have made at Contractor's expense repairs, adjustments, replacements, or other corrective work necessary to restore or bring into full compliance with the requirements of the Specifications any part of the Work which during the guarantee period is found to be deficient with respect to any provision of the Specifications or Drawings.
 - 1. If a defect or deficiency is of a kind which in the opinion of the District Engineer requires immediate correction to avoid injury to SLVWD or adversely impacts SLVWD's operations, SLVWD may make or have made such repairs, adjustments, replacements, or other corrective work and the Contractor agrees to promptly pay SLVWD invoice for the corrective work.
 - 2. If a defect or deficiency is of a kind which in the opinion of the District Engineer does not require immediate correction but the Contractor has failed to undertake corrective work within 10 work days of receipt of written notice from SLVWD, SLVWD may make or have made such repairs, adjustments, replacements, or other corrective work without waiving any

other rights or remedies it may have, at law or otherwise and the Contractor agrees to promptly pay SLVWD invoice for the corrective work.

3. SLVWD will have the right to use deficient material and equipment after installation until it can be taken out of service without expense to SLVWD.
- D. The guarantees and agreements set forth herein shall be secured by the "Faithful Performance Bond" furnished by the Contractor to SLVWD at the time of execution of the Contract, which bond shall be deemed to continue in effect during the period of guarantee.
- E. The express warranty set forth in the Specifications is exclusive and no other warranties of any kind, whether statutory, oral, written, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, shall apply.
- F. When guarantee and warranty provisions are started in other sections of the Specifications, the more stringent provisions shall govern.
- G. This guarantee is not the exclusive remedy for SLVWD in the event of any breach of this Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

1.01 11-Month Inspection

- A. The District will inspect the Work 11-months after Final Acceptance. A representative of the Contractor shall attend this inspection and any discrepancy or damage found shall be documented. All discrepancies shall be restored in conformance with these Specifications by the Contractor and at no cost to the District. Contractor shall be responsible for scheduling of this Inspection, in coordination with the District and any required Agency or Manufacturer representatives required.
- B. 11-Month Inspection shall include a dry inspection of the tank interior, Contractor shall bear all costs of draining tank for inspection, inspection by qualified professionals or coating manufacturer's representatives. District shall bear costs of refilling tank and returning to service.
- C. Exterior of tank shall be inspected for coating integrity, excessive fading of coating, and leaks.
- D. The Contractor shall, immediately upon completing any required restoration, provide the District with a photographic and narrative summary of the discrepancies and respective repairs. This summary shall include complete documentation of the final condition of the Tank and of proper performance of the Work as described in these Specifications.

Little Lyon Tank Recoating
San Lorenzo Valley Water District

Guarantee and Warranty
01740-3

END OF SECTION 01740